

1900-043 Chancery Causes: Pennington Gap Bank] vs. Henry C. Slump to
Lee Co.

Folder 10/2

Hurst, Hyatt, Flanary, Barron, Goodloe, Goodloe Bros],
Graham, Necessary, Jesse, Orr, Morgan, Anderson, Ward,
Powells Valley Bank], Collier

CA-Debt
T-Property

-Deed

To the Honorable H.S.K.Morrison, Judge of the Circuit Court
of Lee County, Virginia:

Humbly complaining, your orators, William S.Hurst, John A.
G.Hyatt and A.G.Hyatt, private bankers doing business under the
name and style of Pennington Gap Bank, would respectfully rep-
resent and show unto your honor,

That, on the 2nd day of February 1893, one Henry C.Slemp,
made his certain writing obligatory, by which he bound himself
to pay, by the 1st day of October 1893, to W.N.G.Slemp, the sum
of \$469.40 bearing interest from date, and that as to said debt
the said Henry C.Slemp waived the benefit of his homestead ex-
emption; that afterwards, to wit, on the 10th day of July 1893,
said bond then being unpaid, the said W.N.G.Slemp, for value
received and by written endorsement on the back of said bond,
assigned the same to your orators, the Pennington Gap Bank. All
of which will more fully and at large appear by reference to
said bond and the endorsement thereon which is herewith filed
as part hereof marked "A".

Your orators will now show your honor that said sum of \$469
.40 with its interest is the last payment on three tracts of
land sold by the said W.N.G.Slemp to the said Henry C.Slemp,
which sale was made on the 2nd day of February 1893 as is shown
by the written contract then entered into by the said Henry C.
Slemp with the said W.N.G.Slemp and Minerva Slemp his wife, a
copy of which is herewith filed marked "B" and prayed to be
considered as part hereof. By an inspection of this contract
it will be seen that said sale was made at the price of \$30.00
per acre with a bonus of \$75.00 extra to be paid by the said H.
C.Slemp to the said W.N.G.Slemp; that said land was to be sur-
veyed by a good and efficient surveyor within thirty days after
the date of said sale at the expense of the said W.N.G.Slemp;
that as soon as said survey was made the said W.N.G.Slemp and
Minerva his wife were to convey said tracts of land to the said
Henry C.Slemp by deed with covenants of general warranty, and
free from all encumbrances; and that as soon as said conveyance

was made the said Henry C. Slemp was to execute his note bearing interest from date for the balance remaining unpaid.

Your orators will now further show your honor that within the month next after the date of said contract and sale aforesaid the said W.N.G. Slemp had said land surveyed by a competent and efficient surveyor and on the 2nd day of March 1893, he together with his wife Minerva Slemp made executed and delivered to the said Henry C. Slemp a deed conveying to him said three ~~ex~~tracts of land with covenants of general warranty free from all encumbrances, all of which will more fully appear by reference to said deed, a copy of which is here filed as part hereof marked "C". By an inspection of said deed, which was then and there accepted by the said H.C. Slemp, it will be seen that the grantors therein reserved a lien for the unpaid purchase price of said land, which is said sum of \$469.40 above mentioned.

Your orators will now further show your honor that said sum of \$469.40 and every part thereof together with the interest accumulated thereon is still due, owing and unpaid; that the said H.C. Slemp had full notice of the assignment of said debt to your orators, who have often demanded payment of the same of him, which payment he has hitherto wholly refused and neglected to make.

Your orators are informed that the said H.C. Slemp is alleging as a reason said sum of money to your orators, that before said sale and conveyance to him, to wit, on the 28th day of September 1888, the said W.N.G. Slemp and Minerva Slemp his wife made and executed to Elbert Flanary, trustee, a deed of trust on the part of the land described and conveyed to the said H.C. ~~Slp~~ Slemp by the said W.N.G. Slemp in exhibit "C" filed herewith, to secure a debt of \$1600.00 due to James M. Flanary, a copy of said deed is herewith filed as part hereof marked "D".

Your orators will now show your honor that said deed of trust covered much more land, as an inspection of it will show, than is embraced in the conveyance to the said H.C. Slemp: that

said debt secured by said deed of trust has nearly all been paid there remaining due on it only \$325.00 as of March, 1893, and that since that time as they are informed, there has been paid on said debt the sum of \$140.00 and perhaps more. At any rate as your orators will now show your honor the said W.N.G. Slemp on the 3rd day of October 1893 sold and conveyed by deed duly acknowledged on the 23rd day of November 1893 to C.M. Slemp 30 acres more or less of the land embraced in said trust deed and by the terms of said contract, the said C.M. Slemp expressly assumed the payment of the residue of said deed of trust, all of which will more fully and at large appear by reference to the deed of the said W.N.G. Slemp to the said C.M. Slemp, a copy of which is herewith filed as part hereof marked "E".

Your orators are advised and they here assert that said 30 acres of land are ample and sufficient to pay the remainder of said deed of trust, in fact that they are worth three or four times the sum which remains unpaid thereon, and they further aver that said 30 acres, having been sold by the said W.N.G. Slemp since the sale to the said Henry C. Slemp, would have to be first subjected to the payment of the debt due to the said James M. Flinary, and secured by said deed of trust, even if the said C. M. Slemp had not expressly assumed the payment thereof.

Your orators will here further show your honor that before the execution of the deed hereinbefore referred to by the said W.N.G. Slemp and wife to the said H.C. Slemp, that said H.C. Slemp had instituted a suit in this honorable court against the said W.N.G. Slemp to compel him to make a deed in accordance with the terms of said contract as shown in exhibit "B" filed herewith; that after the institution of his said suit the deed filed as exhibit "C" was made and accepted by the said Henry C. Slemp in full satisfaction of said contract; he the said Henry C. Slemp well knowing as he now well knows that the residue of the land embraced in the deed of trust outside of what is conveyed to him is more than sufficient to pay off the debt secured by said deed of trust "D"

Your orators will now show your honor that there are no ~~xxx~~ other liens on said tract of land; that their debt is due and unpaid; and that they have right to enforce the payment of the ~~h~~ same against said land. And being without adequate remedy at law they pray your honor's court of chancery to take cognisance of th~~at~~er cause and grant them proper relief. To this end they make Henry C. Slomp and W.N.G. Slomp the parties defendant to th~~is~~ bill and they pray that each one of them be required to answer the same and each and every allegation thereof under oath and that upon a final hearing that the said Henry C. Slomp be required to pay them said sum of \$469.40 with its interest within a reasonable time and failing to do so, that the same be enforced as a lien on said land conveyed to the said Henry C. Slomp by th~~e~~ said W.N.G. Slomp and wife, and that the same or enough thereof to pay said debt and interest and the costs of this suit be sold for that purpose. And if mistaken in their special prayer then they pray for such full general relief as is suited to ~~the~~ their case. May process issue &c.

Duncan & Lyatt, p.g.

1st Febry 1894

Pennington Gap Bank.

vs. Bill in Chancery.

Henry C. Slomp et al.

Duncan & Hvatt, p. a.

Filed February the 5th 1894

A. B. Munsey Clerk

1894 1st Febry Rules
Bill filed & pa Exd.
& Decree nisi
" 2nd Febry Rules & nisi
confirmed & cause
set for hearing by
Plaintiff

1 k. 77 ^{Sub}
40
\$469 ¹⁰⁰
488 = .17

1 By the first day of October 1893.
2 I bind myself to pay to W.
3 N. G. Slump, the sum of four
4 hundred and sixty nine
5 dollars and forty cents,
6 with interest from date,
7 being the last payment for
8 land. And I hereby waive
9 the benefit of my home
10 stead exemption as to this
11 debt. Witness my hand and
12 seal, this the 2^d day of
13 February 1893.

14 Henry C. Slump Seal

15
16 October 1st 1893.

17 B/S 7/10/93.
18

W. A. G. Sleep,

From Bond,

Henry C. Sleep,

For value received I hereby assign
within note to Pennington Gap Bank and
guarantee payment at maturity this
10th day of July 1893. waiving protest
W. A. G. Sleep.

"A"

To the Honorable W.T. Miller, Judge of the Circuit Court of Lee County, Virginia:

Humbly complaining, your orators, William S. Hurst, John A. G. Hyatt and A. G. Hyatt, private bankers doing business under ~~the~~ ^{firm} the name and style of Pennington Gap Bank, would respectfully represent and show unto your honor,

That heretofore, to wit, at the First February Rules 1894, they filed their original bill in this honorable Court against H.C. Slemp and W.N.G. Slemp, the object of which was to enforce the payment of a note or bond for the sum of four hundred and sixty-nine dollars and forty cents with interest from the 2nd day of February 1893, which said note was on that day executed by the said H.C. Slemp to the said W.N.G. Slemp, and was assigned by the said W.N.G. Slemp, on the 10th day of July 1893, to your orators, by their firm name of Pennington Gap Bank. In said original bill your orators alleged that said sum of four hundred and sixty nine dollars and forty cents was the last payment on three tracts or parcels of land sold ~~and conveyed~~ by the said W.N.G. Slemp to the said H.C. Slemp on the 2nd day of February 1893, which said lands were conveyed to him by the said W.N.G. Slemp and wife by deed dated on the 2nd day of March 1893, and your orators further showed your honor in said original bill that by said deed the said grantors reserved a lien for the unpaid purchase price of said lands which is said sum of \$469.40 aforesaid. In said original bill your orators further showed your honor that said sum of \$469.40 and every part thereof, together with the interest accumulated thereon was still due and unpaid, that the said H.C. Slemp had full notice of the assignment to your orators and that he refused and neglected to pay said sum of money, giving as a reason therefor that there were some other liens on the lands sold and conveyed to him as aforesaid.

Your orators will now show your honor that on the 13th day of March 1894, the said H.C. Slemp filed his answer to said bill in which he admitted that the said sum of \$469.40 was the

last payment on the tracts of land described in said original bill and the exhibits therewith, and that said sum of money was still due and unpaid. And in said answer he further alleged that there were various liens on said lands so sold to him which constituted liens at the time of said sale, and mentioned as constituting said liens a deed of trust executed by the said W.N.G. Slemp on the 28th day of September 1888 to Elbert Flanary, Trustee, to secure a debt to James M. Flanary. And he further alleged various other liens not set out, and as a further defense he averred that five acres of the land sold and conveyed to him by the said W.N.G. Slemp and wife formerly belonged to the heirs of Wm. N. G. Barron, Jr., all of whom had conveyed except Patrick H. Barron who was still an infant under the age of twenty-one years, and that by reason thereof the title to said five acres was not good.

Your orator will now show your honor that on the 15th day of March 1894 a decree was pronounced in said cause appointing A. M. Goins Commissioner to ascertain the liens, if any, existing upon the tract of land in the bill and proceedings mentioned, to whom due, their respective priorities, the defects, if any in the title to said land, what other lands belonged to the said W.N.G. Slemp, subject to said liens and the value thereof.

Your orators will now show your honor that afterwards, to wit, on the 21st day of May 1894, the said Commissioner filed his report of proceedings had and facts ascertained by him under and by virtue of said decree aforesaid together with a list of liens existing against the lands of the said W.N.G. Slemp at the time of said sale and conveyance aforesaid together with their several priorities, the first of which is a balance as of June 4th 1894 on said deed of trust for \$531.71, the second a judgement in favor of John Barron colored against J. P. Barron and W.N.G. Slemp of \$114.42; third, a judgement in favor of Goodloe Bros. against the said J. P. Barron and W.N.G. Slemp amounting to \$402.53; a judgement in favor a Henry Graham against the said W.N.G. Slemp amounting to \$112.16, said two last judgements having been rendered at the March Term 18-

93, of the Circuit Court of Lee County; he further reported a judgement in favor of J.F. Necessary ^{remained} at the June Term 1893 of said Circuit Court, balance of which on June 4th 1894 amounted to \$261.55. From an inspection of said report it will be seen that said Commissiner overlooked or ignored the lien of your orator's bond aforesaid.

Your orators will now further show your honor that at the June term 1893 of the Circuit Court of Lee County, one J.A. Jessee, for the benefit of the Geiser Manufacturing Company, obtained a judgement against J.P. Barron and W.N.G. Slomp for \$220.00 with interest from Oct. 7th 1892, till paid and \$9.22 costs. Your orator will now show your honor that neither this last named judgement nor the one in favor of J.F. Necessary has been docketed in the Judgement Lien Docket so as to constitute a lien on the lands of the said W.N.G. Slomp.

Your orator will further show your honor that on the 1st day of December 1892 R.W. Orr, before John Riddle, one of the Justices of this county, obtained a judgement against J.P. Barron and W.N.G. Slomp for \$50.00 with interest from that day till paid and \$2.95 costs. This judgement was docketed and properly indexed as to the said Barron on the 19th day of February 1894, but was not indexed in the name of the said Slomp until July 26th 1894.

Your orators will further show your honor that on the ____ day of _____ 1893 Morgan & Anderson obtained a judgement against the said W.N.G. Slomp for \$30.31 with interest from the 18th day of August 1893 till paid and \$0.75 costs. This ~~jud~~ judgement was duly docketed on the ____ day of _____ 1893

Your orator will further ~~show~~ your honor that at the last June term of your honor's court L.D. Ward obtained a judgement against S.L. Ward and W.N.G. Slomp for \$184.70 with interest from ____ day of December 1891 till paid and \$9.59 costs subject to a credit of \$81.50 paid September 12th 1891 and \$20.00 paid May 26th 1893; This judgement was duly docketed on the 3rd day of July 1894.

Your orators will further show your honor that at said June Term 1894 of your honor's court the Powell's Valley Bank obtained a judgement against W.N.G.Slemp, C.E.Flanary and C. Slemp for \$874.00 with interest from the 31st day of August 18 1894 till paid and \$9.56 costs. This judgement was duly docketed on the ____ day of _____ 1894. At the same term of your honor's court William S. Hurst obtained a judgement against W.N.G.Slemp, C.Slemp and M.D.Collier for \$792.00 with interest from the 15th day of June 1894 till paid. This judgement was duly docketed on the 30th day of July 1894.

Your orator alleges that the judgement herein before mentioned of John Barron against J.P.Barron, W.N.G.Slemp and C.M. Slamp has been fully paid, and they further allege that the sum of \$50.00 was on the ____ day of _____ 18---, paid on the judgement in favor of Henry Graham, and they have been informed that since the last term of your honor's court the whole of said judgement has been satisfied.

Your orators will now show your honor that at the time of the sale made by the said W.N.G.Slemp to the said H.C.Slemp and at the time of the execution of said note filed as exhibit "A" with plaintiff's original bill, and at the time the judgements in favor of Goodloe Bros. and Henry Graham were rendered and docketed so as to constitute liens upon said land, the said W.N.G.Slemp owned in addition to the lands sold to the said H.C.Slemp the following tracts of land, to wit: A tract of land containing about 30 acres known as the Wilson land adjoining the lands sold to the said H.C.Slemp, the lands of R. W.Orr and others which tract of land was by deed acknowledged on the 23rd day of November 1893 conveyed or attempted to be conveyed to one C.M.Slemp and for more particular description of said land reference is here made to exhibit "E" filed with plaintiff's original bill. This tract of land is embraced in the deed of trust to Elbert S.Flanary to secure the debt due to J.M.Flanary which tract Commissioner Goins ascertained to be worth \$900.00; A tract of land purchased by the said W.N. G.Slemp from his sister Susan V.Collier and J.H.Collier and J.

H. Collier containing about 65 acres, adjoining the last named tract and the lands of E.W.Orr, S.S.Slemp and others, on which tract there was a purchase money lien of some \$800.00, this last tract deeded to Nannie and Minnie Slemp two of the children of the said W.N.G.Slemp, and for a more particular description of said tract of land reference is here had to the chancery cause of Susan V. Collier vs. W.N.G.Slemp et als. now pending in this honorable court; A tract of land purchased by the said W.N.G.Slemp from J.A.G. Hyatt and wife containing about 60 acres, known as the Hall tract, adjoining the lands of Alfred Slemp, C.M.Slemp and others, on which said tract there was a deed of trust executed by the said W.N.G.Slemp to E.W. Pennington, Trustee, to secure to W.N.G. Barron the payment of \$_____. It is proper for your orators to state that this last tract was at the July Term 1894 of the County Court of Lee County sold by said Trustee under said deed of trust and as your orators are informed only sold for enough to pay off and discharge said deed of trust, which as they are informed is a sum much below the real value of said land.

Your orators will now show your honor that Susan V. Collier obtained a decree at the last term of your honor's court annulling and vacating the deed heretofore made by her to Nannie and Minnie Slemp, children of the said W.N.G.Slemp, and directing a sale of said land to pay the retained lien of \$800.00 thereon. Said land has not yet been sold, but will be as your orators are informed at the August term of the County Court of this county.

Your orator will now further show your honor that since the filing, by commissioner A.M. Goins, of his report Patrick H. Barron has made and duly executed a deed conveying his interest in the tract of land, described by H.C. Slemp in his answer as the five acre tract, to W.N.G.Slemp, thus perfecting the title of the said Slemp to the said tract of land. Said deed is herewith filed as part hereof marked "P.H.B."

Thus it will be seen that the title to all the lands sold and conveyed by the said W.N.G.Slemp to the said H.C.Slemp

has been perfected except as to the liens of the judgements hereinbefore referred to and the deed of trust of the said J-M. Flanary.

Your orators are advised that the lien of J.M. Flanary's deed of trust is a prior to the purchase money lien of their note on that part of the lands conveyed by the said W.N.G. Slemp and wife to the said H.C. Slemp which is embraced in the deed of trust of the said J.M. Flanary containing 28 acres, but as the land embraced in said trust deed outside of the lands sold and conveyed to the said H.C. Slemp is amply sufficient to satisfy the balance due on said deed of trust, they are advised that little or no trouble will be thereby caused as it will be the duty of said trustee to first subject that land to the payment of said Flanary's debt. They are further advised that W.N.G. Slemp on the 2nd day of February 1893 executed a title bond to the said H.C. Slemp and delivered him the possession of said land which was prior to the rendition of the judgement in favor of Goodloe Bros. and Henry Graham, which judgements were not rendered until the March Term 1893 of the Circuit Court and were not docketed until the _____ day of March 1893, and upon this state of facts your orators are advised that their lien on the land sold to the said H.C. Slemp is prior to said judgements, so far as the said H.C. Slemp is concerned, and they are further advised that he cannot claim any exemption from paying said debt to them by reason of the lien of said judgement attaching before he recorded his deed from the said W.N.G. Slemp and wife, it being his fault by reason of his failure to record his title bond, that said liens attached but however this may be your orators are advised that the 30 acre tract of land described in the deed of W.N.G. Slemp to C. M. Slemp is amply sufficient to pay off the Flanary trust lien and the Goodloe and Graham judgements leaving the amount still due by the said H.C. Slemp to be applied to the discharge of the note held by your orators which is a specific lien on the land sold to H.C. Slemp, and they are further advised that the

said judgements are liens as well on the other lands held by the said W.N.G.Slemp as on the land for which said note was executed and said lienors having a lien upon two subjects while your orators only have a lien upon the one will in equity be required to exhaust their means upon the subject upon which your orators have no lien before they can go upon the other subject which is subject to their lien.

Your orators will now show your honor that the deed of W. N.G.Slemp to C.M.Slemp a copy of which is filed with their original bill as exhibit "E" was made without consideration for the purpose of hindering, delaving and defrauding the creditors of the said W.N.G.Slemp in the collection of their debts, and that the same is void and should be set aside and held for naught. They will further show your honor that since the rendition of his judgement Henry Graham has departed this life, having first made his last will and testament, and that James-H. Graham has qualified as his executor.

Now the object of this amended bill as well as said original bill is to collect said sum of four hundred and sixty-nine dollars and forty cents due your orators, and for that purpose to ascertain the several liens existing upon the lands of W.N. G.Slemp to adjust their priorities and to set aside the deed of the said W.N.G.Slemp to C.M.Slemp &c. And being without adequate remedy at law, they pray your honor's court of chancery to take cognisance of their cause and grant them proper relief. To this end they make H.C.Slemp, W.N.G.Slemp, C.M. Slemp, J.M. Flanary, Elbert S. Flanary, Trustee, John Barron, John M. Goodloe, W.T. Goodloe and Edward Goodloe, merchants trading under the firm name and style of Goodloe Bros., J.H. Graham Executor of Henry Graham, deceased, J.F. Necessary, J.A. Jessee, R.W. Orr, H.J. Morgan and I.S. Anderson, bankers trading under the firm name of Powell's Valley Bank, L.D. Ward, S.L. Ward, C.E. Flanary, C.Slemp, William S. Hurst, M.D. Collier, and J.P. Barron parties defendant to this amended bill, and that they each be required to answer its several allegations on oath; that the said W.N. G. Slemp and C.M. Slemp be especially required to answer what

was the consideration for the deed made by the said W.N.G. ~~Slomp~~ Slomp to the said C.M. Slomp, and if it was not made for the ~~pu~~ purpose of hindering, delaving and defrauding the creditors of the said W.N.G. Slomp in the collection of their dents; that ~~B~~ the said W.N.G. Slomp expressly answer and state what lands he now ownes, and what lands he owned in June 1893; that the said John Barron answer and state whether or not the judgement in his favor has not been fully paid; that the said E.W. Orr specifically answer how and for what his judgement was obtained and its esact status; that the several claiming to hold judgements against the said W.N.G. Slomp expressly state what payaments have been made to them on the same, and that they give in said answer all credits to which said judgements are legally entitled; that the said J.P. Barron answer specifically all pavments made by him on any of said judgements, the time ~~W~~ when made, and any property which he may own upon which said ~~d~~ judgements are liens. And upon a final hearing that judgement be given to your orators for their debt, and that such orders and decrees be pronounced and entered as will enable them to collect the same, and for full general relief.

May spa. issue directed &c.

Orucan Hyatt, p.g.

Pennington Gap Bank
vs ~~Amended Bill.~~
H. C. Sleep et al.

Duncan & Wyatt, p. 9.

1894 1st September Rules
amended bill filed
Sums entered & accepted
& Decree nisi.
" 2nd September Rules Decree
nisi confirmed & Cause
Set for hearing by Plff.

To the Honorable W. F. Miller Judge of the
Circuit Court for Lee County Virginia.

The petition of C. Slump, respectfully
represents, that at the first
May Rules 1894, one W. S. Hurst insti-
tuted his action at law against W. A.
G. Slump, M. D. Collier and your petitioner
C. Slump, to recover the amount of a
writing obligation for the sum of
\$896.⁹³/₁₀₀, which said writing obligation
bears date May 18th 1892, and is payable
on the 1st day of November 1892.
Said writing obligation the benefit of
the homestead exemptions were waived
by the parties thereto. The original
papers in said action at law, including
said writing obligation, are here
referred to as part of this petition.
Your petitioner further states
that at the June Term 1894, of said
Court, a judgement was rendered
in said action at law in favor
of the said Hurst against the
said W. A. G. Slump, M. D. Collier
and your petitioner, C. Slump for
the sum of \$792.⁰⁰, with legal interest
thereon from the 15th day of June 1894
till paid, ~~and the costs of said suit~~
Said judgement was duly docketed in
the judgement lien docket, in the
County Court Clerk's Office, on the 2nd
day of August 1894. A Certified Copy

of said judgment is herewith filed
as part of this petition, marked
"J" and prayed to be considered there
with.

Your petitioner C. Slump, here
alleges and charges that he was
surety on said writing obligation,
and that the said W. N. G. Slump
and M. D. Collier, were the
principal obligors; and that he
the said C. Slump as such surety
on the 24th day of January 1895,
paid to the said W. S. Hurst the
sum of \$822 $\frac{12}{100}$ being in full of said
principal and interest of said judge-
ment to said date, and also paid
to the said Hurst the sum of \$21⁰⁰
the cost incurred in a chancery suit
connected with said action at law,
and for said payments the said
C. Slump, your petitioner, took
a receipt from the said Hurst,
which is herewith filed marked
"K," and prayed to be considered
as part of this petition.

Your petitioner here alleges and
charges that ~~the~~ has not been
paid the sum of money thus paid
by him to said Hurst, nor any part
thereof, nor said cost, by the said
W. N. G. Slump and M. D. Collier,
and that they still owe him the same
and the same is due and unpaid.

Your petitioner further represents
that at the first ~~September~~^{September}
Rules 1894, William S. Hurst, John
A. G. Hyatt and A. G. Hyatt private
bankers doing business under the
firm name and style of, Penning
ton Gap Bank, filed their ^{original} bill in
Chancery, and is now pending
in the Circuit Court of said County,
against Henry C. Slump and
W. H. G. Slump, the object of
which suit is to enforce a
vendor's lien and subject
certain lands to the payment
of a certain purchase money
bond for land therein filed,
as will appear from the complainant's
original bill; that at the ~~November~~^{June}
Term 1894 of said Court, a decree
was rendered allowing the plaintiffs
to file an amended bill, and said
amended bill was filed at the first
September Rules 1894, the object of
which amended and original bills
is to collect said purchase money
bond, for \$469 ⁴⁰/₁₀₀, and to ascertain the
several existing liens upon the lands
of W. H. G. Slump, to adjust their prior
ties, as will appear from said amended
bill. Said suit for said purposes
has been by decree referred to and
is pending before A. M. Goris, Special Com

1 ~~missioner~~

2 Your petitioner ~~apart~~ represents
3 that said original and amended
4 bills set out several judgments
5 constituting liens upon the real
6 estate of said W. A. G. Slump, and
7 and make several additional points, ~~and~~
8 among them the judgment of the
9 said W. S. Hurst, herein stated; that
10 said bills describe and enumerate
11 the different tracts of land
12 owned by the said W. A. G. Slump, ex-
13 cept one tract which will be herein
14 after referred to; that it is alleged in
15 said amended bill that the deeds from
16 W. A. G. Slump to C. M. Slump, mounted
17 Exhibit "E", was made without consider-
18 ation for the purpose of hinder-
19 ing, delaying, and defrauding the
20 creditors of W. A. G. Slump from the
21 collection of their debts, and that
22 the same is void, and should be
23 set aside and held for naught.

24 Your petitioner ^{will} further show your Honor
25 Court, that the said W. A. G. Slump is
26 one of the heirs of John M. Slump deceased;
27 that after the death of John M. Slump died,
28 his heirs made a voluntary partition
29 of his real estate; that in said partition
30 the said W. A. G. Slump was assigned a
31 tract of land containing 32 acres and
32 97 poles, which was a part of the home
place, including the mansion house and

a part of the Wilson land, and which
said tract of land is fully described
in a deed dated November 1st 1889
from the said W. H. G. Sleep and the
other heirs of the said John W. Sleep
decd, to R. C. Sleep and Frank S.
Sleep, ^{infants} ^{under the age of twenty one} ~~two~~ children of the said W. H. G.
Sleep, said deed is recorded in the Clerk's
Office of the Lee County Court in deed
book 24 page 367. A copy of which is
herewith filed marked "D." and prayed to
be considered as part of this petition,
and this is the tract of land ^{is liable for} ~~mentioned~~
in said bills, and which tract should
be subjected to the payment of the debts
of the said W. H. G. Sleep.

Your petitioner here charges and alleges,
that the said deed from the said W. H.
G. Sleep and the other heirs of the said
John W. Sleep decd, to the said R. C.
Sleep and Frank S. Sleep, children of
the said W. H. G. Sleep, ~~and the deed~~
from W. H. G. Sleep to C. M. Sleep
were both made without any con-
sideration valuable in law, and both
said deeds were made by W. H. G. Sleep
and at his request, with the intent
and for the purpose of hindering, de-
laying, and defrauding the existing
creditors of the said W. H. G. Sleep in
the collection of their debts, and
that both of said deeds were made

It is not proper
now to file
as the law
requires,
is improper
recorded,
and is void
as to the
creditors
of the said
W. H. G. Sleep

with the intent and for the purpose
of hindering, delaying and defraud-
ing the subsequent creditors of
the said W. H. G. Slump in the
collection of their debts, and
that said debts are void and should
be set aside and held for naught.

Your petitioner is advised, that having
paid said judgment ^{as surely} as aforesaid,
he will be substituted in a Court
of Equity, to all the rights, liens, securi-
ties and priorities of the said W. S. Hunt
the judgment creditor of the said
W. H. G. Slump and M. D. Celler.

Your petitioner further represents
that he has filed in the Clerk's office
of the Dec County Court, a new
writ, stating the title of this petition,
the object thereof, the Court wherein
pending, a description of the property
and the name of the person whose
estate is to be affected thereby, and
the debt for which the land is to be
subjected.

The prayer therefore of your petitioner
is, that the plaintiffs, in the said suit of
Remington Gap Bank against H. C. Slump
et al, may be required to so amend
their bills that he can be substituted to
the rights, liens, securities, and
priorities of W. S. Hunt, the judgment
creditor of W. H. G. Slump, and M. D.

Callers for whom he has paid said
 judgment as their security, in the subject-
 ing of the said Slemp lands to the
 payment of the lien debts, and
 that ^{he} have his priority by reason of
 filing his memorandum as aforesaid
 as required by statute; that the said
 deeds of C. M. Slemp, and R. S.
 Slemp, and Francis S. Slemp be
 set aside and held for naught,
 and the land embraced in said
 last deed be brought before the
 Court, and subjected to the payment
 of the debts of the said W. N. G. Slemp
 as well as his other lands; that
 process issue against the said
 R. S. Slemp and Francis S. Slemp
 to answer this petition and
 suit; that a guardian ad litem
 be appointed to defend said last-
 named two parties who are infants
 under the age of twenty-one years;
 and that this petition be treated as
 an original or cross bill as the
 may be necessary to accomplish
 the objects herein sought, And for
 such further and general
 relief as may be consistent with
 equity, and the case requires, And
 your petitioner will ever pray
 etc.

B. H. Sowell atty
 for Petitioner.

(Sign here) Slemp

 that out-
 of the proceeds
 of said
 lands
 he be directed
 the amount
 he paid
 for M. N. G.
 Slemp, with
 interest.

Virginia
Miss County J. Towil:

This day C. Slump appeared in person before me a notary public in and for the County and State of Tennessee, and made oath that the matters in the foregoing petition stated of his own knowledge are true, and those stated upon information from others he believes to be true.
Given under my hand, this the 7th day of February 1895.

R. P. Barrow, N. P.

Received two copies

of Petition

W. E. Slump & Co.

Filed Feb 7th 1895

A. B. Munnery
Clerk

To the Honorable W. Y. Miller Judge of the
Circuit Court for Lee County Virginia,

The petition of C. Slump and
C. E. Flanory, respectfully repre-
sents, that at the Second May Rules
1894, Henry J. Morgan and Isaac. S. Au-
dersen late partners and private bank-
ers doing business under the name and
title of Pamells Valley Bank,
instituted their action at law, against
W. M. G. Slump, and ~~C. E. Slump~~ and
C. E. Flanory, your petitioners, to
recover the amount of a promiss-
ory note, for \$874⁰⁰, which said note
bore date December 21st 1892 and is
payable ninety days after date.
In said note the parties thereto waived
the benefit of their homestead ex-
emptions. The original papers in
said action at law, including said
note, are here referred to as part of
this petition.

Your petitioners further represent
that at the June term 1894 of said
Court a judgement was rendered in
said action at law in favor of
the said Pamells Valley Bank against
the said W. M. G. Slump and your
petitioners for the sum of \$874⁰⁰
with legal interest thereon from the
31st day of August 1893 until paid
and the Costs. Said judgement was

1 duly docketed in the judgment lien
2 docket, in the Clerk's Office of the
3 Lee County Court, on the 7th day of
4 July 1894. A certified copy of said
5 judgment is herewith filed, marked
6 "J", and prayed to be considered as part
7 of this petition.

8 Your petitioners stated that they were
9 the sureties on said promissory note,
10 and the said W. H. G. Slump the principal
11 and that your petitioners as such sureties
12 on the 27th day of September 1894, and
13 January 22nd 1895, paid to the said
14 Farmers Valley Bank, the sum
15 of \$949 ⁸⁰/₁₀₀, in full of the principal, in
16 cost and cost of said judgment,
17 and took a receipt therefor, which is
18 herewith filed marked "R", and prayed
19 to be considered as part of this petition.

20 Your petitioners allege that the said
21 W. H. G. Slump has not paid them the
22 sum thus paid out for him, but
23 that the same is due, owing and
24 unpaid to them.

25 Your petitioners further repre-
26 sent that at the 1st February Rules 1894
27 William S. Hunt, John A. S. Hyatt and
28 A. S. Hyatt, private bankers doing
29 business under the name and style
30 of Pennington Gap Bank filed their
31 original bill in chancery, and
32 is now pending in the Circuit

Count of said County, against Hen-
ry C. Slump and Wm. G. Slump, the
Object of which suit is to enforce
a vendors lien and subject certain
lands to the payment of certain purchase
money bond for \$469 40. Therein named
as will appear from the plaintiffs
bill; that at the June term 1894 of
said Court, under a decree therein
rendered, the plaintiffs were allow-
ed to file an amended bill, which
was done at the September Term
1894, the object of said original
and amended bills is to correct said
purchase money bond, and to ascertain
the several liens existing against
the lands of the said Wm. G. Slump
to adjust their priorities, and to
set aside a deed from Wm. G. Slump
to C. M. Slump, as will appear from
said amended bill. Said suit for
said purposes has been by decree
referred to and is pending before
A. M. Gaines, Special Commissioner.
Your petitioners further represent
that said original and amended
bills set out several liens, and
judgments constituting liens upon
the real estate of the said Wm.
G. Slump, and make several addi-
tional parties to said suit, such
among them the said judgment

of the said Pamelas Valley Bank,
herein stated; that said bills describe
and enumerate the several tracts
of land owned by the said W. H. G.
Sleep, except one tract which will
be hereinafter referred to; that it is
alleged in said amended bill that the
deed from W. H. G. Sleep to C. M. Sleep
marked Exhibit "E." was made without
consideration for the purpose of
hindering, delaying and defrauding
the creditors of the said W. H. G. Sleep
from the collection of their debts,
and that the same is void and
should be set aside.

Your petitioner will further represent
that the said W. H. G. Sleep is one
of the heirs of John W. Sleep deceased,
that after the death of the said John
W. Sleep died, his heirs made a volun-
tary partition of his real estate;
that in said partition the said
W. H. G. Sleep was assigned a
tract of land containing 32
acres and 97 poles, which was
a part of the home place, including
the mansion house, and a part
of the Wilson land, and which
said tract of land is fully describ-
ed in a deed dated November 1st
1889, from the said W. H. G. Sleep
and the other heirs of the said

John W. Slump dies, to R.C.
Slump and Frank S. Slump, two
infant children, under the age
of twenty one years, of the said
W.H.G. Slump, said deed is now
on file in the clerk's office of
the Lee County Court in deed book
24 page 367. ~~A~~ Copy of said deed
is herewith filed marked "D,"
and prayed to be considered as
part of this petition, and this
is the tract of land omitted in
said bills, and which tract is
liable for, and should be sub-
jected to the payment of the debts
of the said W.H.G. Slump.

Your petitioners here allege and charge
that the said deed from the said W.H.
G. Slump and the other heirs of John W.
Slump died to the said R.C. Slump and
Frank S. Slump, the said infant children
is not acknowledged as the law requires,
is improperly recorded, and is void as to
the creditors of the said W.H.G. Slump.
They further allege and charge that
two lost deeds to the said R.C. & Frank
S. Slump, and the said deed to C.M.
Slump were both made without any
consideration valuable in law, and
that both of said deeds were made
by and at the request of the said
W.H.G. Slump, with the intent and for

the purpose of hindering, delaying and defrauding the existing creditors of the said W. H. G. Slump from the collection of their debts, and that both of said deeds were made with the intent and for the purpose of hindering, delaying, and defrauding the subsequent creditors of the said W. H. G. Slump from the collection of their debts.

Your petitioners are advised, that having paid said judgment as sureties as aforesaid, they will be substituted, in a Court of Equity, to all the rights, liens, securities and priorities of the said Powell's Valley Bank, the judgment creditor of the said W. H. G. Slump.

Your petitioners further represent that they have filed in the Clerk's office of the Lee County Court, a memorandum, stating the title of this petition, the object thereof, the Court wherein pending, a description of the property, and the name of the person whose estate is to be affected thereby, and the debt for which the land is to be subjected. The prayer therefore of your petitioners is that the plaintiffs in the said suit of Pemungton Gas Bank against H. C. Slump et al., may be required to

so amend their bills that they can
be substituted to the rights, claims,
securities and priorities of the said
Cummins Valley Bank the judg-
ment creditor of W. H. S. Slemph,
for whom they have paid said
judgement, as sureties as ^{of record} ~~as of record~~
and that they have ~~and have~~ ^{there}
priority by reason of filing their
memorandum as the statute requires,
that the said deeds of C. M. Slemph
and R. C. Slemph and Frank S. Slemph
be set aside and held for naught
and the land embraced in said
deeds be brought before the Court
and subjected to the payment
of the debts of the said W. H. S.
Slemph, as well as his other
^{that out of the proceeds of said lands they had received}
~~deeds~~ ^{the said W. H. S. Slemph} ^{and C. M. Slemph}
the said R. C. Slemph and Frank
S. Slemph to answer this petition
and in said suit, that a guardian
ad litem be appointed to defend
the said R. C. & Frank S. Slemph infants
under the age of twenty one in this
suit; and that this petition may
be treated as an original or cross
bill in said suit, as may be necessary
to accomplish the objects herein
sought; And for such further
and general relief as may be
consistent with equity, and the

Case requires. And your petitioners
will ever pray etc.

C. Slump
vs. E. Flannery

B. H. Sumrell atty. }
for Petitioners.

Virginia. }
Mick County }

This day C. Slump appeared
in person before me, a notary public
in and for the County and State of Virginia,
and made oath that the matters in the
foregoing petition stated of his own know-
ledge are true, and those stated upon
information of others he believes to be
true.

Given under my hand, this the 7th day of
February 1895.

R. P. Barron, N. P.

Sworn to before me, by C. E. Flannery, this the
8th day of February 1895.

A. B. Munsey Clerk

Remuneration

for Petitioner

A. B. Slump et al.

Filed Feb 8th 1895

A. B. Munsey
Clerk

To the Honorable H. S. K. Morrison
Judge of the Circuit Court for Lee
County Virginia:—

The separate demurrer and
answer of Henry C. Slump to a
bill of Complaint exhibited against
him and another in the Circuit Court
for Lee County Virginia, by William
S. Hurst, John A. G. Hyatt and A. G.
Hyatt, private bankers doing business
under the name and style of Penning-
ton Gap Bank;

Respondent says that said bill of
Complaint is not sufficient in
law, and he demurs accordingly
thereto; but should further answer
be required, he answers as follows:
Respondent says it is true that he exe-
cuted the writing obligatory to the
said W. A. G. Slump, mentioned in said bill,
for the sum of \$469 $\frac{40}{100}$, and that it is
properly described, but knows nothing
of the bona fides of the ^{assignment of the} same, and
neither admits nor denies said as-
signment,

Respondent says it is true that the
said sum of \$469 $\frac{40}{100}$ with its interest
is the last payment on three
tracts of land sold by the said
W. A. G. Slump to him; that the terms
of sale are properly set forth in said
bill and the written contract there

with filed marked Exhibit "B."

Respondent says he supposes it is true that said W. A. G. Slump had said land surveyed within the next month after the date of said contract, that the deed from W. A. G. Slump & wife to him bears date on the 2^d day of March 1893, but denies that it was delivered to him on the said last mentioned date, and alleges that it was not acknowledged and delivered to him until the 19th day of May 1893, and that in said deed a vendor's lien was retained to secure the payment of the unpaid purchase money which is the \$469⁴⁰/₁₀₀, bond owed on, and said exhibit shows the terms of said deed.

Respondent admits that said bond is unpaid, but alleges that he did not know that it had been assigned to the said complainant until about the 1st day of August 1893, long after the date of said assignment.

Your respondent further says that he does not know what said Complainant has been informed as a reason said sum of ^{money} as stated in said bill, but says it is true that on the 28th day of September 1888 the said W. A. G. Slump and Minerva his wife

made and executed to Elbert Flanory
trustee, a deed of trust on the lands
described and conveyed to him by
the said W. A. G. Slump, as shown in
Exhibit "C", to secure a debt of \$1600⁰⁰
due James M. Flanory, and that
said trust deed is of record
in the Lee County Court's Clerk's office
and a copy is filed with said bill
marked Exhibit "D".

Respondent says that it is true that
said trust deed covered more
land than ~~the~~ is in the deeds
to him from said W. A. G. Slump, but
does not know how much more,
and calls for proof of such excess;
respondent says it is also true that
said deed of trust is still exist-
ing and unsatisfied, and ~~says~~
he denies that all the money
secured by it has been paid
or money so, but alleges that
the sum ^{due thereon is} more than the sum of
\$325⁰⁰, and alleges that he knows
nothing of the payment of \$140⁰⁰ since
March 1843, and calls for proof of
the same.

Respondent says he knows nothing
of the conveyance by W. A. G. Slump
wife to C. M. Slump of said thirty
acres of lands, more than he is
informed by exhibit "E", but alleges

1 that he is no party to this transaction
2 and cannot be bound or affected
3 by the recitals in said deed,
4 and alleges that said complainants
5 fail to show any acceptance by
6 said James M. Tilson, ^{of the assumption by C. M. Sleep} and a
7 discharge by him of said trust
8 deed.

9 Respondent says he does not know
10 whether said land conveyed to C. M. Sleep
11 is sufficient to pay said James M. Tilson
12 any or not, and calls for proof of the same,
13 and respondent denies that said land
14 conveyed to said C. M. Sleep would
15 have to be first sold, and subjected to
16 the payment of said trust debt.

17 Respondent says that complainants
18 are presuming same as to the object
19 of said suit instituted by him against
20 W. G. Sleep & wife ~~as to its object~~, no
21 bill ever having been filed, and
22 denies that he accepted said deed
23 in full satisfaction of said contract
24 and denies that he well knew that
25 the residue of the trust land outside
26 of what was conveyed to him was
27 sufficient to pay said trust debt.

28 Respondent denies that there are
29 no other liens on said tracts of
30 land conveyed to him.

31 Respondent will now show your
32 honor that five acres of the

land conveyed to him by the said
W. A. G. Slump & wife, were sold
to the said W. A. G. Slump by Eliza
J. Borron, W. A. G. Borron for Sallie A.
Bailey, James P. Borron, Robert P.
and Patrick Borron, the widow and
heirs at law of W. A. G. Borron deceased,
that said Eliza J. Borron and
all of said heirs except Patrick
Borron, conveyed by deed on
the 28th day of March 1893, said
five acres to the said W. A. G. Slump,
that the title to the interest
in said five acres of land of the said
Patrick Borron is still outstand-
ing, that Patrick Borron was
at the date of said deed and
is now ~~and~~ infant under
the age of twenty one years,
and cannot make a legal
conveyance, A copy of said
deed is herewith filed recorded
"O".

Your respondent will now show your
honor that the said W. A. G. Slump
& wife when they made said deed
to him, broke their covenants or
knew they could not make
such as are in said deed to him,
that there were liens and encum-
brances on said land at that time,
and they knew of the outstanding

1 title of Patrick Borron & said
2 five acres of land.

3 Your respondent, will state that he
4 is ready and willing, ^{and able} to pay the
5 amount of said bond and on,
6 but asks that the same may
7 be applied in removing said
8 deed of trust and discharging the
9 same, ^{and any other due on said land} and that he will not be
10 required to pay all until the
11 said M. G. Slump shall obtain
12 a conveyance of the title from
13 Patrick Borron to his interest in the
14 said five acres of land, and your
15 respondent is advised that he will
16 be allowed to so apply said sum
17 of money as against said camp
18 lament assignee, there equities
19 existing while said bond was
20 held by the payee, and before
21 he had notice of said assign-
22 ment, and respondent is further
23 advised that a commissioner
24 should be appointed to ascertain
25 the amount still ^{due} on the deed of
26 trust to James M. Plamoy, and
27 what land and how much of it
28 of is subject to the payment of
29 said trust debt, and any other liens
30 on said land conveyed to him.
31 And now having answered
32 as fully as he is advised respondent

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But prays to be hence dismissed
with his reasonable cost in
this behalf expended, And
he will ever pray etc,

Henry C. Slump

D. H. Sewell atty
for W. J. H. C. Slump,

Virginia. }
County of Lee, } Town of

This day personally appear
ed before me John Riddle a
justice of the Peace in and for
the County and State aforesaid
Henry C. Slump, whose answer
is above written, and made oath
that the statements contained in
said answer, so far as made
of his own knowledge, are true;
and so far as made from knowl-
edge or information derived from
others he believes to be true.
Given under my hands this
12th day of March 1894,

John Riddle J. P.

Henry C. Shump;

Ans & Answer, &

Pennington Gap Bank.

Filed in open court March
the 18th 1894
CAB Munsey clerk

Virginia, In the Circuit Court of Lee County.

The separate Answer of Wm N. A. Slump to an Amended and to an Original bill in Chancery filed in this honorable Court against this Respondent and others by the Huntington Gap Bank.

For answer your respondent says that it is not true that he has good and sufficient title to thirty acres of land, described in the Complainants Amended bill as the Wilsons Land; that twenty six acres of said thirty acres was paid for by his deceased wife, Jennie, whose maiden name was Jennie Barrow, out of her own separate estate; that she made said payment with the distinct understanding that the land should be conveyed to your Respondent should convey to her the legal title which he agreed and bound himself to do; that before he done so his said wife died leaving the following Children to wit: R. L. Varnie B. Minnie Lee, Frank S. and Jennie Slump, who have the Equitable title to said land; that; that at the time of the death of his said wife, none of the debts, judgments, matters and things, charged in either the Complainants Original or Amended bill had been contracted; that the said Children and heirs of the said Jennie Slump, deceased, are all under age and should be parties

2/ Defendant to the Complainant's bill.

Your Respondent further charges that the judgment described as the R. M. Orr, judgment, has been fully paid.

Your Respondent denies emphatically that he conveyed land to L. M. Sleep for the purpose of hindering and defrauding his Creditors; that said conveyance was for a full and fair consideration; that respondent paid about \$500⁰⁰ for said land and L. M. Sleep paid him as follows for the same land: Two hundred and fifty dollars in cash, and assumed to pay the balance of a Bond of Trust executed by respondent to Albert S. Flannery Trust for the benefit of James M. Flannery, which balance was about \$340⁰⁰ on the day that respondent executed said deed to L. M. Sleep. The Trust deed being on this + on other land.

Respondent further answering says that he does not now own any land; that he did not own any land in the month of June, 1893 that has not since then been sold to satisfy the purchase money, vendor's lien, and deeds of Trust thereon.

Your respondent having answered as fully as he is advised that it is necessary for him to answer, he prays to be hence dismissed with his costs.

Wm. M. Sleep

By Orr, Ely & Orr, Atts.

1 Virginia: Lee County, to-wit.

2 J. A. B. Munsey, Clerk of the Circuit Court of
3 Lee County, Va; do Certify that W. G. G. Slump
4 appeared before me in my Office and
5 made oath that the foregoing Recd is
6 true. This Oct 20th 1894.

7 J. A. B. Munsey, Clerk
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The within answer of W H S Slump
is excepted to. Because that part
of said answer beginning with the word
"that" in line 11 on page 1. down to
and including the last line of said page
is excepted because affording no defense
to said bills.

Said answer from line 5 on page
2. to line 20 on same page is excepted
to because not sufficiently responsive to
the allegations of the bills.

Nov. 16th 1894.

Duncan & Hyatt
for Defts

Wm M. H. Slump

Answer
ad 2

Peremptory App Bond

Filed in open Court and
by leave thereof this the
10th day of November 1894
J W J Murray clk

Dr. C. & J. W. Sels

Pennington Gap Bank

v

H. C. Slump et al

}
}
}

in Chy.

To the Hon. W. T. Miller, Judge
of the Circuit Court of
Lee County, Va.:

The answer of R. C. Slump
and Frank S. Slump by
J. F. Bullitt, Jr., their guardian
ad litem, to a Petition filed
in the above styled cause
against them and others by
C. Slump and C. E. Flannery.

Respondents reserving to
themselves all just exceptions
to the said Petition, for answer
to so much of said Petition
as they are advised it is
material for them to answer,
by their said Guardian ad litem,
answering say, that they are
infants of tender years & are
therefore incapable of under-
standing or caring for their
rights and interests, and com-
mend the same to the hands of
the Court for protection.

But notwithstanding their

infancy they expressly deny that the deed referred to in said Petition from the heirs of John W. Slump, deceased, conveying to respondents the 32 acres & 97 poles of land mentioned therein was made without valuable consideration in law, or that the same is improperly acknowledged & recorded, or that it is in any way liable for the debts of W. N. G. Slump. On the contrary they aver that said deed is valid, was made in good faith and for a legal & valuable consideration. Respondents aver that said W. N. G. Slump is their father & their duly qualified guardian; that as their guardian he had in his possession a large sum of money belonging to them & that said tract of land was conveyed to them in part security for

said money. Respondents aver that part of said money came into the hands of their said Guardian by & from a sale of certain real estate owned by them, in the Chancery Cause of Wm. J. Slump, Guardian, vs R. C. Slump et al - which suit ^{was} recently determined in this honorable Court, but the papers in which suit are now lost.

Respondents aver that said deed is valid as a trust deed or mortgage if not as a direct deed of conveyance & that in no way can any creditor of said Wm. J. Slump have any claim on the land therein described superior to their own claim -

As to the other allegations of said Petition respondents are not advised - & they neither admit nor

deny them, but call for proof.
And now having answered as fully as they are advised they need to answer, & praying that no decree be rendered herein to their prejudice, they pray to be hence dismissed with their costs.

J. F. Ballitt, Jr.
Guardian ad litem
for R.C. & Frank S. Sleep

Geo. L. Kelly,
attorney.

Pennington Sup Court

vs

H.C. Sleep et al

Answer of J. F. Ballitt, Jr. Guardian ad litem for R.C. & Frank S. Sleep to Petition of C. Sleep & C. E. Slawney.

Filed in open Court
and by leave thereof
June 11th 1895

W B Munsey Clerk

Perrington Gap Bank }
vs. } In Chy-
H. C. Slemp et al }

To the Hon. W. T. Miller
Judge of the Circuit Court
of Lee County, Va. :-

The answer of R. B. Slemp
and Frank J. Slemp, who are
infants under the age of
twenty one years, by J. F.
Bullitt, Jr., their guardian
ad litem - to a Petition filed
against them and others in
the above styled cause by
C. Slemp -

Respondents say that
they have filed in the
above styled cause this
day by their said guard-
ian ad litem an ans-
wer to the Petition of
C. Slemp & C. E. Landry
in this cause, which
answer sets up their
defence in this Petition
as well as in that.

They therefore pray that
said answer be read
and treated as a part

of this answer in as full
& complete a manner as
if the same were copied
herein at large.

And now, praying that
no decree may be rendered
herein to the prejudice of
their interests respondents
pray to be hence dis-
missed with their costs.

J. F. Bullitt Jr.,
Att. ad Litem for
R. C. & F. S. Slump.

Jos. L. Keely
att. for Resp't.

Pennington Gap Bank

N.

H.C. Slump et al

Answer of J. F.
Bullitt Jr. G.A.H. for
R.C. & F.S. Slump
to Petition of C. Slump
Filed in open Court
and by leave thereof
June the 11th 1895
A.B. Munsey Clk

The within answer is accepted for
reasons stated in answer of
W.H.G. Slump to petition of C.E.
Flanory & C. Slump, so far as.
This answer adopts the
said answer setting up defense
excepted to on said Slump's answer.
This June 11th 1895

D.H. Sewell
Atty for petitioners.

Pennington Gap Bank
vs
H. C. Slump et al } In Chy.

To the Hon. W. J. Miller, Judge
of the Circuit Court of Lee
County, Va.:

The separate answer and
demurrer of W. H. G. Slump to
a Petition filed in the above
styled cause against himself
and others by C. Slump.

For demurrer thereto respond-
ent says said Petition is not
sufficient in law.

Not waiving said demurrer,
if answer to said Petition should
be deemed necessary, respond-
ent answering says, it is true
one W. S. Hurst obtained the
judgment set up in said Petition
& that said judgment was paid
by said Petitioner, who was, as
alleged, the surety of Respondent
& M. D. Collier; but it is not true
that no part of said payment
has been refunded to said Pe-

tioner or that all thereof is still
due & owing to him. On the
contrary respondent avers
that said Petitioner agreed
with M. D. Collier to assume
^{or did assume} \$350⁰⁰ of said W. S. Hurst
debt & that same should
be credited to that extent.

Respondent supposes it
is true that said suit of
Pennington Gap Bank vs W. C.
Slump et al has been in-
stituted for the purposes &
with the various proceedings
referred to in said Petition.

Respondent admits that he
is one of the heirs of the late
John W. Slump; that he & the
other heirs of said Jno. W.,
did make a partition of
the lands of said decedent
& that a tract of about
32 acres & 97 poles was as-
signed to Respondent, &
conveyed by himself & his
Co. heirs to his children R. C.
& Frank S. Slump.

But it is not true that said tract of land is liable for or should be subjected to the payment of respondents debts. And it is also untrue that said deed to R.C. v Frank S. Sleep is improperly acknowledged and improperly recorded, or that either it or the deed referred to in said Petition from W.N.G. Sleep to C.M. Sleep was made at said W.N.G. Sleep's own request with intent to hinder delay or defraud respondents creditors - either existing or subsequent.

On the contrary respondent avers that said deeds were made in good faith, for valuable consideration.

Respondent supposes it is true that Petitioner has filed in the clerk's office the memorandum referred to in said Petition, but denies that it has the effect claimed for it by Petitioner.

And now having fully answered, respondent

Flemington Gap Bank

vs

H. C. Sloop et al

Answer of Wm. G.
Sloop to Petition
of C. Sloop.

Filed in open court
and by leave thereof
June the 11th 1895 -
A B Murray Clk

prays to be hence dismissed with
his costs.

W. H. G. Sloop

By Counsel -

Bullitt & Kelly
attorneys.

Pennington Gap Bank,

no ^{more} answer of C. M. Slump,
H. C. Slump et al.

The separate answer of C. M. Slump to an
~~amended bill~~ in Chancery filed in your Honor's
Court, and to the petitions filed in said cause by
C. Slump and C. E. Flanary, against this respondent
and others by the Pennington Gap Bank —
For answer, to as much of said bill and petitions
as your respondent is advised that it is necessary
for him to answer, Answering says that it is
not true that the land in said proceedings mentioned
as deeded to him, by Wm. Y. Slump, was deeded
without a valuable consideration, but on the contrary
was for a full and valuable consideration, to wit:
the sum of \$250 cash in hand, and an assumption
to pay to J. M. Flanary a deed of tract of some
\$300. And your respondent here denies that said
conveyance was made to hinder delay and defraud
the creditors of Wm. Y. Slump, And he especially
denies that there was any fraud on his part,
but that ^{he} acted in good faith and made a bona fide
trade for the said land, And he denies that said
deed was made to defraud subsequent creditors
or that it should be ^{set aside and} sold for Wm. Y. Slump's
debts, And now having answered as full as it is
necessary for him to answer he prays hence to
be dismissed with his costs in this behalf
expended And he will ever remain &
C. M. Slump
M. Y. Ely attorney,

Pennington Gap Ranch
vs. { Answer of C. M. Sluep
H. C. Sluep et als.
Filed in open court
and by leave thereof
June the 12th 1895 -
A B Munnay Clerk

There answer is not filed & answer not
entered to.

Answer still not for completion
and in try & answer still.

Pennington Gap Bank } In Chancery in the
vs } Circuit Court of
H. C. Slemp et al } Lee County, Va.

To the Hon. W. T. Miller, Judge
of said Court:

The separate answer and demurrer
of W. N. G. Slemp to a Petition filed
in the above styled cause against
himself and others by C. Slemp
and C. E. Flauary.

For demurrer thereto, respondent
says said Petition is not sufficient
in law.

Not waiving said demurrer, if
an answer should be deemed neces-
sary Respondent answers as fol-
lows: It is true that at the 2nd May
Rules 1894, said Petitioners allege, Henry
J. Morgan and Isaac S. Anderson
partners under the name of Powells Val-
ley Bank instituted an action against
said Petitioners & W. N. G. Slemp, This respond-
ent; and that in said action at the
June Term 1894 a judgment was ren-
dered against them for the sum of
\$874⁰⁰ with legal interest thereon
from the 31st day of August 1893

(2)
till paid & the costs. It is also true that
said judgment was docketed as al-
leged in said petition; that said Pe-
titioners were sureties of respondent
as they allege; and that said Petitioners
paid said judgment to said Powell
Valley Bank. But it is not true that
Respondent has not repaid the
Petitioners. On the contrary he has
settled with them in full on account
of said judgment as will hereinafter
be fully set forth.

It is also admitted that the above
styled suit of Pennington's Gap Bank
vs. W.C. Slump and others has been
instituted & is now pending in this
Court & that the proceedings have been
had therein substantially as alleged
in said Petition. It is also true that
Respondent is one of the heirs of John
W. Slump, deceased; that his heirs made
partition as alleged in said Petition,
& that a tract of land ~~conveyed~~ con-
taining 32 acres & 97 poles, or about that,
including the manor house & a part
of the Wilson land was assigned to
Respondent. It is not true however
that said tract of land now be-
longs to Respondent or that the

same is in any wise liable for his debts. Respondent expressly denies that said deed from the heirs of Jno. W. Slump to R. C. & Frank S. Slump, is not properly recorded and acknowledged; that it or the said deed from ~~W. H. G.~~ H. G. Slump to C. M. Slump are void, or made without consideration valuable in law, or at the request of Respondent or with the intent to hinder delay & defraud respondents ^{creditors}. ^{on the contrary} said deeds were both made ^{in good faith & for value.} Respondent supposes that the memorandum referred to in said Petition has been filed in the Clerk's office as alleged, but denies that it has any such effect as is claimed for it in this case.

Returning now to the claim of Petitioners that respondent still owes them the sum of \$949⁸⁰ for the judgment paid by them to the Powells Valley Bank as sureties of respondent; this allegation is untrue. Briefly stated the transactions by which said Petitioners have been fully secured with on account of

said judgment

are these: Respondent owned a tract of from 60 to 65 acres of land, referred to in the amended Bill in this cause as the Hall tract, on which respondent had executed a trust deed to E. W. Pennington, Trustee. The Petitioners, C. Slump and C. E. Flannery became the purchasers of this tract at the sale made of it under said trust deed. There would have been other bidders, besides Petitioners, but they agreed with respondent that if he would not secure bidders against them at said sale & allow them to purchase said tract at a small price, they would release him from one half of the said Powell Valley Bank debt. This agreement was made in good faith & was acted upon and carried out fully by respondent. As a result the said C. Slump & C. E. Flannery

were allowed to purchase said tract of land at about the price of \$944⁰⁰ when it was well worth, respondent could have procured it to sell for, as much as \$2000⁰⁰ or certainly \$1500⁰⁰. This explains the allegation on page 5 of the ~~original~~ amended bill of Plaintiffs in this cause, that said tract sold for much less than it was really worth. Said Petitioners, in the manner aforesaid, obtained from your respondent his valuable equity of redemption in said tract. So much for one half of said Powell Valley Bank judgment.

Respondent will now show your honor that he was formerly the owner ^{or had control} of a certain other tract of about 65 acres of land in this County on which there ^{was} ~~was~~ a vendors lien. A suit was brought to enforce said lien & the said Petitioners became purchasers

thereof at a sale ordered in said vendors lien suit, at the price of about \$904⁰⁰, which was much less than its value. Respondent was about to put in an upset bid & have said sale set aside; but it was finally agreed between respondent and said Petitioners that if he would allow said sale to be confirmed to them they would assume the other half of said Powell Valley Bank debt - (judgment). Said tract of land was worth \$1500⁰⁰. So that respondent has fully paid and settled with said Petitioners on account of said judgment -

And now having answered as fully as ^{he is} they ~~are~~ advised he needs to answer, respondents prays to be hence dismissed with his costs.

W.M.S. Sleep,

By Counsel -

Bullitt & Keel } attys -

The within answer is excepted to.
~~1st Because~~ in the following particulars
1st All of that part of the answer
beginning with the word "Returning
now. on page 3, to the concluding
part, which attempts the transaction
therein mentioned as a ^{legal} defence.

~~as~~
Such transactions are violations
of law, and in contempt of
Court. Besides the defendant
G. Sleep is a party, and cannot
be heard to set such a defence
up in a Court of Equity.

This June 10th 1846.

B. H. Lundy, atty for
Petitioners.

Pennington Gap Bank

vs.

H. C. Slump et al

Answer of W. H.
G. Slump to Pe-
tition of C. Slump
& C. E. Flannery.

Filed in open Court,
and by leave thereof
June the 11th 1898.
A B Munsey Clerk

To the Honorable W. Y. Miller Judge
of the Circuit Court for Lee County
Virginia:

The separate demurrer and
answer of Henry C. Slump to an
amended bill of Complaint exhibited
against him and others, in the Cir-
cuit Court for Lee County Virgin-
ia, by William S. Hurst, John A.
G. Hyatt and A. G. Hyatt private bank-
ers, doing business under the name
and style of Remington Gap Bank,
and filed in the Chancery Cause
of said last named parties under
their said firm name, against
him and another in said Court.

Respondent says that said
amended bill is not sufficient
in law, and he demurs accord-
ingly thereto, but should further
answer be required, he answers
as follows:

Respondent says it is true as stated
in said amended bill that he
filed his answer to said original
bill, on the 13th day of March 1894,
and to such parts of said original
bill as are set out in this amended
bill, he adapts his said answer
to said original bill, and relies up-
on the same in this his answer
to this amended bill, and also

1 adopts and relies upon the defenses
2 set up in said answer to said orig-
3 inal, in so far as they are applicable
4 in this his answer to said amended
5 bill.

6 Respondent further answering
7 said amended bill says; that
8 he supposes that the said original
9 bill was filed at the time stated in said
10 amended bill, that the object thereof is
11 correctly stated, and that said note
12 is properly described, but respondent
13 says he knows nothing of the bona fides of
14 the assignment of said note to the plaintiffs
15 and neither admits nor denies the same.

16 Respondent admits that he was notified
17 of the assignment of said note, but alleges
18 that such notice was about the 1st day
19 of August 1843, long after the date of said
20 assignment. He admits the retention of
21 the vendors lien in the said deed which
22 to secure the payment of said note and
23 on. He ~~admits~~ that he gave as a reason
24 for not paying said note that there were
25 some other liens on the land said and
26 conveyed to him, but denies this was the
27 only reason given by him for not
28 paying the said note.

29 Respondent says it is true as stated in said
30 amended bill, that the deed of trust of
31 James M. Flanory, and various other
32 liens are still existing against the

land sold and conveyed to him by W. H. G.
Slump and are still unsatisfied and which
are prior to the ~~land~~ vendors lien ~~are~~
in sought to be enforced by said plaintiffs.
Respondent says that he supposes it
is true that a decree was pronounced on
the 15th of March 1893, appointing A. M.
Gomis Commissioner to ascertain the liens,
if any, existing upon the lands in the
bill and proceedings mentioned, and
whom due and their priorities, and
the defects, if any, in the title to said
land, and the other matters therein
set forth; that said Commissioner on
the 21st day of May 1894 filed his report
of his actions under said decree, and filed
a list of liens ascertained by him ex-
isting against said land; that said
liens are set out in said bill
and the list filed by said Commis-
sioner, and their priorities shown, and
Respondent alleges that said list
will show that several of said liens
are prior to said vendors lien.
Respondent says he has no actual or
definite knowledge of the judgments
set out in this amended bill and neither
admits nor denies them, but calls for
strict proof of the status of the same.
Respondent neither admits nor denies
the ownership of the said W. H. G. Slump
to the several tracts of land set out

in this amended bill, and calls for proof
of same, and especially wherein his
rights and interests are affected thereby.
Respondent says he does not ~~know~~
admit or deny that there is sufficient
land in the Deed of Trust outside
of the land ~~to~~ conveyed to him to pay said
trust debt and calls for proof of the same,
and is advised that it is not the duty of
said trustee to first subject said excess
to pay said trust debt.

Respondent ^{is advised} ~~denies~~ that the delivery of
the land to him ~~of the land by W. H. G. Slump~~
and his possession before his deed was
recorded is ^{not a} protection to him from
the judgments of Goodloe Bros. and
Henry Graham, and denies that he is
in default in recording his deed, that
and alleges the default in his grantor
not making and delivering him said
deed sooner, and he is advised that
the principle of having a lien ~~upon~~
two subjects as alleged in this bill
does not ^{apply} in this case. —

Respondent says he knows nothing
about the way ~~and~~ conveyance
was made to M. Slump by W. H. G. Slump
but thinks the position taken by the
plaintiffs in their two bills on
this transaction is a little peculiar.
Respondent says that he knows nothing
of the payment of the John Brown

judgment, or the payment made on the Henry Graham judgment, and calls for proof of the same.

Respondent says it is true that a deed from P. H. Borrow to W. N. G. Slump for his interest in the $4\frac{29}{100}$ acre tract, is filed with the plaintiffs' bill, but does not show whether the title to said tract is perfected or not, as no delivery or acceptance of said deed by W. N. G. Slump is alleged or shown.

Respondent says that the plaintiffs knew of these prior encumbrances on the land conveyed to him by the said W. N. G. Slump, and of the outstanding title of P. H. Borrow before the institution of this suit, and had full knowledge of their existence at the time of the institution of this suit; that their assignor and themselves knew that the covenants of the deed under which they sell depend on their vendor's lien were then and before broken.

Respondent will state that he is ready, willing and able, and has been ever since the note sued on became due to pay the same, but asks that the same may be applied in removing said prior encumbrances from his land, and that he is advised that he will be allowed to apply said sum of purchase money

remaining in his hands due on said
land, as against said plaintiff assign-
ee, there equities existing while said
bond or note was held by the payee and
before he had notice of said assignment,
and respondent says in answer no
resistance or objection to have
the liens, ascertained, existing
upon the lands of W. H. G. ^{Slump} and the
the status of his land ~~shown~~, as
conveyed to him by W. H. G. Slump shown.
And now having answered as fully
as he is advised, respondent says
the hence dismissed with his
reasonable cost in this behalf
expended. And he will every
pray etc.

Wm. H. G. Slump

Virginia Lee County, Court:

This day personally appeared
before me John Riddle, a Justice
of the Peace in and for the County and
State aforesaid, Henry C. Slump, whose
answer is above written, and made
oath that the statements contained in
said answer so far as made from
of his own knowledge are true;
and so far as made from knowledge

information derived from others
he believes to be true.

Given under my hand, this
the 15th day of November 1894.
John Riddle J. R.

Henry C. Slemp
Answer to
Adm'd bill

Peruington Gap Bank

Filed in open Court
this the 16th day of
Nov 1894
A. B. Munsey
Clerk

Pennington Gap Bank vs. H.C.Slemp et als.----In Chancery.

This cause came on this day to be finally heard upon the papers formerly read in the cause and the report of L.T.Hyatt, special commissioner, this day filed and the deed therewith, and was argued.

On consideration whereof, and it appearing to the court that there are no exceptions to said report or deed, it is adjudged ordered and decreed that said report and deed each be confirmed and approved; that the said H.C.Slemp pay to the said L.T.Hyatt the sum of five dollars for making said deed, for which execution may issue; and, there being nothing further to be done in this cause, that the same be stricken from the docket.

Pennington Gap Band

VS } In Clay

N.B. Shew et al.

Decree Final.

Entered on Chancery O.B.
No. 6 Page 372

Enter this decree
March 14th 1900.
H A W Shum

Remington Gap Bank
vs. 3 In Chy. - Decree.
H.C. Sleep et als.

This cause came on this day to be heard on the papers formerly read in the cause, and the report of L.D. Hyatt, Special Commissioner, this day filed, which report shows full payment by H.C. Sleep of the bonds executed by him for the land purchased by him under proceedings of this cause, and was argued by counsel. On consideration whereof, and there being no exceptions thereto, it is ordered that said report be and the same is hereby confirmed.

And it is further ordered that L.D. Hyatt, who is hereby appointed a special commissioner for the purpose, do make, execute and deliver to the said H.C. Sleep a deed conveying to him, with covenants of special warranty, the land purchased by him

under the proceedings of this cause,
and report his action hereunder
to some future ^{day of this} ~~term~~ of this court,
to which time the cause is con-
tinued.

Rec. Cap 13k
vs 3 Lu Chy.
H.C. Slump exal.
~~~~~  
Entered on Chy  
Q. 13. No 6 P 361

Deeree

Enter this deeree  
Mch. 13<sup>th</sup> 1900  
W a. w. sum



Pennington Gap Bank      Plaintiff      And the petitions heard  
vs.      ( In Chancery.      with said cause.  
H.C. Slamp et al.      Defendants.

This cause came on this day to be again heard upon the papers  
formal read therein and the report of L.T. Hyatt, Special Commis-  
sioner, this day filed, also in the execution by him of a deed con-  
veying the land sold to W.S. Hurst in this cause to Samuel F. Davis  
as directed by a decree entered in this cause on the 14th day of  
March, 1897, in which deed the said W.S. Hurst and Eliza J., his  
wife, joined, and was argued by counsel.

On consideration whereof, there being no exceptions to said  
report or deed, it is adjudged, ordered and decreed that they each  
be and they are hereby confirmed and approved; that the said L.T. Hy-  
att, Special Commissioner, receive for making said deed and stamps  
in the sum of seven dollars and fifty cents; that the said L.T. Hy-  
att, Special Commissioner, proceed to collect from H.C. Slamp and  
his associates, L.W. Wade, John Gilly and C. Slamp, the bond for one  
hundred and ninety-seven dollars and forty-two cents (\$187.42)  
when the same becomes due by suit at law or otherwise and pay the  
same, when collected, to the Pennington Gap Bank, except such sums  
as may be sufficient to pay the taxes assessed against him on ac-  
count of said land; and that this cause be continued.



Pennington Gap Bank

vs  $\frac{3}{4}$  In Chancery

H. C. Sloup et als.

Decree confirming  
deed to Davis &c.

Entered in C. O. B. 6 p. 246.

Enter this decree

77.2.100

Feb 8<sup>th</sup> 1899.



Pennington Cap Bank,

Plaintiff.

vs.

In Chancery.

H.C. Sleep et als.

Defendants.

and

C.F. Flannery and C. Sleep vs. H.C. Sleep et als. On a petition.

and

C. Sleep vs. H.C. Sleep et als. On a petition.

These causes came on again this the 6 day of March, 1899, to be heard upon the papers formerly read herein, the report of L. T. Hyatt, special commissioner, showing (1) the disbursement of the costs in his hands as required by the decree entered herein on the 2nd day of June, 1898, (2) the payment to B.H. Sewell, attorney for H.C. Sleep to whom James M. Flannery had assigned his deed of trust lien, of the \$337/78 as required by the decree aforesaid, (3) the collection and disbursement of the bonds executed to him by the purchasers of the C.M. Sleep tract of land and the T.C. & F.C. Sleep tract of land, <sup>in pursuance to the decree aforesaid & the report of A.M. Lewis</sup> (4) the collection and disbursement of the two first bonds executed to him by the purchaser of the H.C. Sleep tract of land, and (5) the transfer of the purchases made by W.S. Hurst to Samuel H. Davis to whom the said Hurst recovers a deed to be made by the court, and was argued by counsel. On consideration whereof, the said report having been filed ten days and there being no exceptions thereto, it is adjudged ordered and decreed that the said report be and the same is hereby confirmed; and that L.T. Hyatt, who is her by appointed a special commissioner for the purpose, do make, execute and acknowledge a deed conveying the said "C.M. Sleep tract of land" and the said T.C. & F.C. Sleep tract of land" to the said Samuel H. Davis, the original purchaser, W.S. Hurst, having so requested; <sup>that said W.S. Hurst + wife join in said</sup> and report his action hereunder to some future day of this term of the court, until the coming in of which report this cause is continued.

Entered by the clerk of the court on the 15th day of March 1899.



Pennington Gap Base  
vs  $\frac{3}{2}$  In Chy -  
H. C. Sloup et al.

---

Decree confirming  
report of L. P. Hyatt,  
Comm. showing collections  
and disbursements. &  
Appointing Comm to  
make deed.

---

Eu. C.B. 106 p 237

Enter this decree  
Mar 6 1899  
M W



Pennington Gap Plff. }  
vs } In Chancery  
H.C. Sleep et al Dft.

Upon the calling of this  
Cause, on motion of C.  
Sleep and C.E. Flanory,  
Cross-petitioners and Cross  
Complainants in said Cause  
it is ordered that the Clerk  
of this Court relax the  
Costs of the Cause, and  
allow said Sleep and  
Flanory an attorneys fee  
of \$15.00 to be paid out  
of the purchase money  
for which the lands were  
sold in said Cause  
and this Cause is con-  
cluded.



Pennington & Co Bank

~~as Dr. d. 10~~

H. C. Slu. petal

Entered in Chy O. B.  
No. 4 p 471.

Excerpt this  
W. H. M.  
Nov. 7<sup>th</sup> 1896



Pennington's Gap Bank,

Plaintiff,

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

and

C.E.Flanary & C.Slemp vs.W.N.G.Slemp et als.....On petition

and

C.Slemp vs. W.N.G.Slemp et als.....On petition.

These causes came on this day to be again heard upon the papers formerly read therein and the report of L.T.Hyatt, special commissioner, filed on the 20th day of May 1896, and was argued by counsel. On consideration whereof, and it appearing from said report that special commissioner, Hyatt, on the 18th day of May, 1896, at the front door of the Courthouse of Lee County, sold the three tracts of land directed to be sold by the decree entered in said causes at the last term of this court, and it further appearing to the court that there are no exceptions to said report or the sales therein reported, it is adjudged ordered and decreed that said report and sales be and they are each hereby confirmed; that said commissioner Hyatt shall pay out the money in his hands, received by him as costs, to those entitled thereto; that he pay to James M.Flanary the sum of \$367.76, the amount of his deed of trust which was paid down in cash to said commissioner; that he take receipts for the disbursements made by him; that he proceed to collect the deferred payments for which bonds were executed as they severally fall due; and that he report his action hereunder to some future term of this court. It is further adjudged, ordered and decreed that W.S. Hurst, the purchaser of the R.C.& F.S.Slemp and C.M.Slemp tracts of land, may have a writ of possession therefor upon application to the clerk of this court, and that this cause be continued.



Perinungtous Gap Bk

vs.  $\frac{3}{2}$  Deerie

H.C. Slump et als

Confessing sales

vs —

O.B. Page 395

Enter this decree

June 2<sup>d</sup> 1896

*H. H. H.*



Pennington Gap Bank

Plaintiff

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

This cause came on again to be heard upon the papers formerly read herein, the report of A.M.Goins, special commissioner, filed in said cause on the 9th day of November 1895, and exhibits and depositions filed therewith, and exceptions number one *made by J.F. Necessary and J.A. Jesse* two and three to said report, and was argued by counsel. On consideration by the court it is adjudged, ordered and decreed that exceptions number one and two be and the same are hereby sustained, and that exception number three is overruled except as to the interest of J.A.G.Hyatt, one of the grantors in the deed to H.C. and F.S.Slemp, and as to his interest, said exception is sustained. *report of Com Goins is confirmed in all other respects.* And it further adjudged ordered and decreed that L.M.Wade, Executor of C.Wade, deceased, recover of W.N.G.Slemp ~~and John~~ the sum of ~~one hundred and seven dollars and fifty-eight cents~~ *seventy-eight dollars* and ~~eighty~~ *seventy-four dollars* cents, with interest on ~~ninety-one dollars and fifty-eight cents~~ *thirty-four* cents, part thereof, from the ~~30th day of October 1893~~ *1st day of November 1895* until paid, ~~subject to a credit of, twenty-five dollars and fifty cents as of November 1st 1894, the said credit being the amount of a receipt of L.M.Wade, deputy sheriff, produced in court since said commissioner made his report;~~ *having been paid as shown by* that J.M.Flanary recover of the said W.N.G.Slemp the sum of three hundred and fifty-seven dollars and sixty-five cents, with interest on three hundred and eight dollars and fifteen cents, part thereof, from the 1st day of November 1895, until paid; that John Barron recover of J.P. Barron and W.N.G.Slemp the sum of four dollars and forty-two cents, with interest on three dollars and eighty-five cents, part thereof, from the 1st day of November 1895, until paid; that Goodloe Bros. recover of J.P. Barron and W.N.G.Slemp the sum of four hundred and thirty two dollars and twenty-three cents, ~~part thereof~~ with interest on three hundred and fifty-one dollars and twenty-five cents, part thereof, from the 1st day of November 1895, until paid; that H James H.Graham, administrator of Henry Graham, deceased, recover of the said W.N.G.Slemp the sum of



eighty-four dollars and ninety-six cents, with interest on sixty-nine dollars and thirty-two cents, part thereof, from the 1st day of November 1895, until paid; that J.F.Necessary recover of J.P.Barron and W.N.G.Slemp the sum of two hundred and seventy-seven dollars and thirty-three cents, with interest on two hundred and nineteen dollars and sixty-three cents, part thereof, from the 1st day of November 1895, until paid; that J.A.Jessee, ~~and the beneficiaries thereof~~ recover of W.N.G.Slemp and J.P.Barron the sum of two hundred and seventy-seven dollars and ninety-nine cents, with interest on two hundred and twenty-eight dollars ~~and~~, part thereof from the 1st day of November 1895, until paid; that L.D.Ward recover of W.N.G.Slemp the ~~sum~~ sum of seventy-eight dollars and fifty-two cents, with interest on sixty-five dollars and forty-six cents, part thereof, from the 1st day of November 1895, until paid; that Morgan & Anderson recover of W.N.G.Slemp the sum of thirty-five dollars and five cents, with interest on thirty dollars and thirty-one ~~cent~~ cents, part thereof from the 1st day of November 1895, until paid; that C.Slemp, who is subrogated to the rights of W.S. Hurst, recover of the said W.N.G.Slemp the sum of five hundred and ninety-three dollars, with interest thereon from the 1st ~~day~~ day of November 1895, until paid; that C.Slemp and C.E.Flannery, who are subrogated to the rights of the Powell's Valley ~~Bank~~ Bank, recover of the said W.N.G.Slemp the sum of nine hundred and ninety-seven dollars and eighteen cents, with interest on eight hundred and seventy-four dollars, part thereof, from the 1st day of November 1895, until paid; that C.Slemp, who is subrogated to the rights of Sallie Smith, recover of the said W.N.G.Slemp the sum of two hundred and twenty-six dollars and six cents, with interest on one hundred and seventy-four dollars and ninety-six cents, part thereof, from the 1st day of November 1895, until paid; that Mary C.Ward recover of W.N.G.Slemp the sum of one hundred and eighty-eight dollars and sixty-three cents, with interest on one hundred and seventy-six dollars and seventy-nine cents, part thereof, from the 1st day of November 1895, until paid; that M.N.Reese recover of W.N.G.Slemp the ~~sum~~



sum of two hundred and nineteen dollars and twenty-five cents, with interest on one hundred and seventy-three dollars and thirteen cents, part thereof, from the 1st day of November 1895, until paid; that W.J.H.Ward's estate recover of W.N.G.Slemp the sum of two hundred and thirty dollars and one cent, with interest on two hundred and fifteen dollars and four cents, part thereof, from the 1st day of November 1895, until paid; that J.G.Reaser, administrator of the estate of Peter Reaser, deceased, recover of the said W.N.G.Slemp the sum of one hundred and sixty-four dollars and ninety cents, with interest on one hundred and forty-three dollars ~~and~~, part thereof, from the 1st day of November 1895, until paid; that Wm.Jayne recover of W.N.G.Slemp the sum of one hundred and thirty-one dollars and thirty cents, with interest on one hundred dollars, part thereof, from the 1st day of November 1895, until paid; and that <sup>the said</sup> Wm.Jayne recover of W.N.G.Slemp the sum of six hundred and eighty-five dollars and sixty-seven cents, with interest on five hundred dollars, part thereof, from the 1st day of November 1895; <sup>until paid</sup> that R.C., Nannie P., Minnie L., Frank S., and Jennie infant children of Jennie Slemp, deceased. Slemp recover of the said W.N.G.Slemp the sum of six hundred and nineteen dollars and ninety-two cents, with interest on five hundred and four dollars, part thereof, from the 1st day of November 1895, until paid; and that the Pennington Gap Bank <sup>the plaintiffs</sup> recover of the defendant H.C.Slemp the sum of five hundred and forty-six dollars and eighty-five cents, with interest on four hundred and sixty-nine dollars and forty cents, part thereof, from the 1st day of November 1895, until paid; and that ~~the~~ the plaintiffs recover from W.N.G.Slemp the costs of this suit. The court doth adjudge, order and decree that ~~the~~ priorities of the said recoveries shall be as follows: that is to say, that the first lien upon the 32 acre tract deeded to R.C. and F.S. Slemp ~~is~~ the recovery in favor of the children of Jennie Slemp deceased, and that the other liens against said tract are in point of priority as set out in List "T" filed with commissioner Goins' report except that the deed of trust in favor of J.M. Flannery is not a lien upon this tract; and that the priorities of the recoveries above, against the C.M.Slemp tract <sup>are</sup> ~~is~~ as set



in said List "7" above referred to; and that the priorities against the H.C.Slemp tract of land are as set out in List "3"

filed with commissioner Goins' report. And it appearing to ~~tract decided to~~ the tract decided to

the court that J.M.Flannery has a lien on the H.C.Slemp and C.M. <sup>W.S.Slemp</sup> L.M.Wade, Executor of <sup>W.S.Slemp</sup> Slemp tracts; that Castleton Wade, Goodloe Bros., John Barron and James H.Graham, administrator of Henry Graham, deceased,

have liens on all three of the tracts reported by commissioner

Goins; that J.F.Necessary and J.A.Jessee have liens on the

C.M.Slemp and R.C.& F.S.Slemp tracts; and that the Pennington

Gap Bank has a lien on the H.C.Slemp tract; and the ~~the Court~~

~~being of opinion that J.F.Necessary and~~  
~~J.A.Jessee have superior equities to the Penning-~~  
~~ton Gap Bank in the H.C.Slemp tract and that their judgments~~  
~~should be paid in full before the said Penning-~~  
~~ton Gap Bank is entitled to any part of the note~~  
~~assigned to it by W.S.Slemp and secured by a~~  
~~mortgage on the H.C.Slemp tract, it is~~  
~~further adjudged ordered and decreed that~~  
~~unless the sale of the R.C.& F.S.Slemp tract and~~  
~~the C.M.Slemp tracts amounts to a sum~~  
~~sufficient, after paying off all the prior liens~~  
~~thereon, to pay off the judgments of the said~~  
~~Jessee and Necessary, then, the H.C.Slemp~~  
~~note shall be sold and a sum sufficient,~~  
~~out of the proceeds of its sale shall be applied~~  
~~on the debts which are liens on said H.C.Slemp tract~~  
~~as well as on the other two tracts or either of them,~~  
~~as shall be sufficient to pay off any balance~~  
~~which may remain unpaid on the Jessee and~~  
~~Necessary judgments out of the proceeds of~~  
~~the sale of the said R.C.& F.S.Slemp tract & the C.M.~~  
~~Slemp tracts, and the residue, if any, of the~~  
~~H.C.Slemp purchase-money note, shall be paid to~~  
~~the Pennington Gap Bank, which may remain after paying~~  
~~off the prior encumbrances on said H.C.Slemp tract~~



and it appearing to the Court  
that the deed for made by W N Sleep  
& C M Sleep mentioned in said  
amended bill was made for the  
purpose of hindering, delaying  
and defrauding his creditors, and  
it further appearing to the Court  
that the deed made by Eliza  
Hysath and others, heirs at law of  
Jm W Sleep deceased, was voluntary  
and without consideration except  
as to the sum of \$504. of the money  
of the heirs of Jm W Sleep deceased.  
which was paid unto said land,  
and that the said W N & Sleep  
was the equitable owner of said  
last mentioned tract of land, and  
procured the same to be conveyed  
by his brother and sisters to the  
said R C and F S Sleep for the  
purpose of hindering, delaying  
and defrauding his creditors,  
it is therefore adjudged ordered  
and decreed, that each of said  
deeds be, and they are hereby  
revoked, annulled and set aside  
and



It is further adjudged, ordered and decreed  
that unless R C Sleep, or some one for him  
shall pay the above sum adjudged against him  
in favor of the Perryman Gap Bank, and  
H N Sleep or some one for him pay off  
the amounts adjudged against him  
within 30 days from the rising of this  
court, then L S Nyack, who is hereby appointed  
a special commissioner for the purpose, shall  
proceed to sell the three tracts reported  
in Commissioner's report filed in this  
cause, at the front door of the Court house  
of Lee County at public auction, to the  
highest bidder upon the following  
terms to-wit: For cash we have to pay  
the costs of suit and expenses of sale  
~~and the residue~~ and the R C & S Sleep  
Tract upon a credit of one <sup>and three</sup> years  
the purchaser giving bond with good security  
bearing interest from day of sale, and as to  
the other two tracts for cash sufficient  
to pay off the amount of the debt owing  
to J M Flanagan and on his and if tract  
and the residue upon a ~~total~~ credit of  
one and two years, the purchaser  
giving bond with good security bearing  
interest from day of sale.

The order of sale of said tracts shall be  
1<sup>st</sup> the R C & S Sleep Tract, 2<sup>nd</sup> the C M  
Sleep Tract and 3<sup>rd</sup> the R C Sleep Tract.  
Before making said sale Commissioner shall  
advise the true terms and place of sale.



by posting written or printed notices at  
three or more public places in Lee and  
these counties. Before proceeding to  
execute this decree said Court shall  
execute a bond before the clerk of this  
Court with good security in the  
penalty of \$500. conditioned as the  
law directs. and this cause is con-  
tinued.

Memoranda,

It is suggested to the Court, by  
The Running Low Gap Bank, and  
C. Slump, and C. Slump and  
C. C. Flanory cross-complainants,  
that they are aggrieved by the foregoing  
decree, it is ordered that the execution  
of said decree be suspended for  
sixty days to enable said parties  
to prepare for an appeal in said  
cause, upon the condition that  
said parties execute before the Clerk  
of this Court <sup>Court</sup> a bond in the penalty of \$500 <sup>as</sup>  
conditioned as the law provides in  
such cases,



Pennington Lof Bank

12 Decree

AC Shumpster

under the decree  
this march 6 1896

W. J. M.



Pennington Gap Bank Pkfy  
vs  
H. C. Slump et al Dfts, } <sup>Orig & Amended</sup> Bills.

C. Slump & C. E. Flanory pffs }  
vs } <sup>Petition</sup>  
W. H. G. Slump et al Dfts } <sup>Treated as amended</sup>  
Bills.

C. Slump Pkfy  
vs } <sup>Petition treated</sup>  
Same, Dfts } <sup>as a cross bill.</sup>

These causes came on again  
this day & he heard upon the  
papers formerly read in each  
of said causes, the answer  
of H. C. & Frank S. Slump, by J. F. Rue  
litt, their guardian ad litem  
to the petition and cross-bills of  
C. Slump and C. E. Flanory, the an-  
swer of the same defendants  
by the same guardian ad litem  
to the petition of C. Slump and  
exceptions to said answers, and  
general replication to each  
of said answers, the separate  
answers and of W. H. G. Slump to the  
petition and cross-bills of C. Slump  
and C. E. Flanory, and exception  
thereto, the separate answers and  
answers of said defendant W. H.  
G. Slump to the petition and cross-  
bills of C. Slump, the separate  
answer of C. M. Slump to



1 the amended bill and each of  
2 the above named petitions and Cross-  
3 bills, <sup>and general objections thereto,</sup> ~~and exceptions to said answers,~~  
4 and the findings by the plaintiffs in  
5 each of said Cross-bills to said  
6 several demurrers, and was  
7 argued by Counsel. On con-  
8 sideration whereof the Court  
9 doth overrule each of said de-  
10 murrers, And on further Consideration  
11 the exceptions to the answer of N. N.  
12 G. Slump, to the petition and Cross-bills  
13 of C. Slump and C. E. Flannery and the  
14 answer of R. C. & Francis S. Slump by their  
15 guardian ad litem, are each overruled.  
16 And the Complainants in each of  
17 said Cross-bills replied generally  
18 to said answers. And on further  
19 Consideration the exception to the  
20 answer of C. M. Slump is sus-  
21 tained, and said answer is  
22 ~~ordered to be withdrawn.~~ On  
23 Consideration of all which  
24 it is adjudged ordered and  
25 decreed that A. M. Gains  
26 who was heretofore appointed  
27 a Commissioner in said original  
28 and amended bill, to ascertain  
29 and report all the liens existing  
30 against the lands of N. N. G. Slump  
31 together with the amount and  
32 priorities thereof will at once



proceed to discharge and perform said duties required of him by said former decrees. Said Commissioner will ascertain all the liens existing against the lands of M. N. G. Slump, what together with the amount and priorities thereof, what if any thing has been paid on either or any of the judgments mentioned in said amended bill, or either of said cross-bills, by whom paid, and when paid, the rights if any, of subrogation of the plaintiffs in said cross-bills and their priorities, if any, and how created. Said Commissioner will further ascertain and report any lands subject to said liens, he will further ascertain and report upon what consideration, if any, the deed was made by M. N. G. Slump & C. M. Slump, and upon what consideration and for what purpose the said M. N. G. Slump made himself and for and to be made by his brothers and sisters the deed & his two children R. C. & Frank S. Slump, and whether or not said deed or either one of them was made



for the purpose of hindering  
delaying and defrauding his  
creditors either then existing  
or subsequent. Said commis-  
sioner will report any other  
matter deemed pertinent by  
himself, or required by any  
of the parties, He will  
file with his said report  
the testimony and evidence  
upon which he acts, But  
before proceeding to perform  
the duties required of him  
under this decree said  
Commissioner will give to the  
parties interested at their  
attorneys, at least two days  
notice of the time and place  
of his sitting. He will report  
his action to the next term  
of this Court, and these causes  
are continued.

Remedy to Exp. Bonds  
Chas

vs. Decree

W. C. Slumpstead.

Entered in charge  
Order Court

Page 220

Enter this

June 13<sup>th</sup> 1893



Pennington Gap Bank  
vs.

H. C. Slump et al

This cause came on this the  
day of March, 1895, to be  
heard on the papers formerly  
read herein, and on Motion of  
C. Slump and C. Slump and  
C. E. Flanary to file in open  
court two petitions which by  
the clerk's endorsement appear  
to have been filed at rules on  
February 11<sup>th</sup> 1895, to the filing  
of which petitions W. N. G. Slump  
by counsel objected & on the  
ground that - it appears upon  
the face of each of said petitions  
that C. M. Slump and W. N. G. Slump  
should be, but are not, parties  
defendant thereto, and was ar-  
gued by counsel: And the court,  
being of opinion that said ob-  
jection is well taken, doth over-  
rule said motion: And then  
again came said C. Slump  
and said C. Slump and C. E.  
Flanary by counsel and  
again moved to file said



petitions, and it appearing that  
the same have been amended  
by making C. M. Slump and  
W. N. G. Slump parties defendant  
therein, it is ordered by the court  
that the same be filed which  
is accordingly done, and on  
motion of said C. Slump and  
C. E. Flannery, the court hereby  
appoints J. F. Bullett Jr. guardian  
ad litem for the infant  
defendants R. C. Slump and  
Frank S. Slump, and then  
came W. N. G. Slump by counsel  
and said infant defendants by their guardian  
and entered their appearance  
to said petition, which it is  
ordered shall be treated as a  
cross-bill against the said  
W. N. G. Slump C. M. Slump  
and said infants R. C. Slump  
and Frank S. Slump, and all  
of said defendants are given  
until the next term to answer  
the same, and the clerk will  
issue process thereon against  
C. M. Slump returnable to  
the next term and this cause is con-  
tinued.

W. N. G. Slump by J. F. Bullett Jr. guardian ad litem



Pennington Gap  
Bank

vs. } Decree

H. C. Slump et al  
Q.B.  
Page 153.

Enter this  
Mar 7 1895  
M. J. M.



Pennington Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

This cause came ~~here~~ on this day to be heard upon the papers formerly read herein, the exceptions to the report of A. M. Goins filed before the last term of this court, the amended bill of the Complainants, properly matured at rules, and exhibits therewith, the answer of W.N.G.Slemp to said amended bill, and exceptions thereto, the answer of H.C.Slemp to said amended bill ~~xxx~~ filed on the 16th day of November 1894, and general replication thereto, and was argued by counsel. And it appearing to the court that ~~the other defendants~~ all the defendants to said amended bill except, W.N.G.Slemp and H.C.Slemp have failed to appear answer plead or demur to said amended bill, it is taken as confessed as to each of them. On consideration of which, exception No.1 filed by the plaintiffs to the report of A.M.Goins, Special Commissioner, is sustained *and it being unnecessary to pass upon the other exceptions* and Commissioner Goins' account is recommitted to him, and said commissioner will ascertain and report to the next term of this court all liens existing against the lands of W.N.G. Slemp, together with the amount and priorities thereof, what, if anything, has been paid on either or any of the said Judgments mentioned in said amended bill; he will further ascertain and report any lands subject to said liens, and he will further ascertain upon what consideration, ~~for~~ what purpose, the deed made by said W.N.G.Slemp, to C.M.Slemp, was made, and whether or not said deed was not made for the purpose of hindering, delaying and defrauding the creditors of the said W. N.G.Slemp. Said Commissioner will report any other matter deemed pertinent by himself, or requires by any of the parties. He will file with his said report the evidences upon which he acts, but before proceeding to perform the duties required of him under this decree, he will give to the parties interested, or their attorneys five days notice of the time and place of his sitting, and this cause is continued.

*and in giving to each report of this time they are passed*



Pennington Gap 13 and 14

rs 1/3 Deer

H. C. Sempit at

Entered in Chy

O. B. Page 114

Jan 11<sup>th</sup> Wednesday

Enter this deer

M. J. M.

Nov 17<sup>th</sup> 1894



Pennington Gap Bank

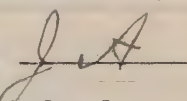
Plaintiff.

vs.

In chancery.

H.C.Slemp et als.

Defendants.

This cause came on this day to be again heard upon the papers formerly read herein, the report of A.M.Goins, Special commissioner, and exhibits and depositions filed therewith, the exceptions to said report and exhibit therewith, and the affidavit of W.N.G.Slemp, and was argued by counsel. On consideration of all which the court is of opinion that in order to do substantial justice between the various parties interested in the subject matter of this suit, that it is proper to have the following additional parties before the court, to wit, James M.Flanary, Elbert Flanary, Trustee, C.M.Slemp, John Barron, John Goodloe, W. T.Goodloe and Edward Goodloe, merchants and partners trading under the firm name of Goodloe Bros., J.F.Necessary, J.H.Graham, Exr.. of Henry Graham, deceased, ~~and~~  Jesse and James P.Barron. It is therefore adjudged, ordered and decreed that the plaintiff amend his bill, making the before named persons, parties thereto, and in order to mature said amended bill, this cause is remanded to rules.



Pennington Gap Bank

No. 43 Deacons

H. C. Blump.

Ant on Chy Old Book P. 44

Enter this drawer

W. J. M.

June 16<sup>th</sup> 1894



Pennington Gap Bank.

Plaintiff.

vs.

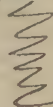
In Chancery.

H.C.Slamp et al.

Defendants.

This cause came on this day to be heard upon the bill of complainants and exhibits therewith, the answer of the defendant, H.C.Slamp, and exhibit therewith, and general replication to said answer, and was argued by counsel. And it appearing to the court that process has been served on the defendant W.N.G.Slamp for more than fifteen days before the first day of this term and that he has failed to appear, answer, plead or demur the bill is taken as confessed as to him, and the court deeming it necessary, it is adjudged, ordered and decreed that A.M.Goins who is hereby appointed a commissioner for the purpose do ascertain the liens, if any, existing upon the tract of land in the bill and proceedings mentioned, the amount due thereon, to whom due, and their respective priorities, the defects, if any, in the title to said land, <sup>he will ascertain</sup> any other lands belonging to the said W.N.G.Slamp that are subject to said liens and the value thereof. Said commissioner will ascertain and report any other fact required by any of the parties, or deemed pertinent by himself. Before proceeding to act hereunder said commissioner will give notice of the time and place of his sitting to the parties or their Attorneys for at least five days before his sitting. He will report his action to the next term of this court and this cause is continued.



Pennington Gap Bank  
vs.  Deane No. 1.  
H. C. Shump et als.

E C O B Page 595  
Mch 15<sup>th</sup> 1894

Enter this Deane  
March 15<sup>th</sup> 1894  
H. I. K. 74



Pennington's ~~Bank~~ Bank } In Chancery  
vs  
H. C. Slump et al,

The deposition of W. M. G. Slump  
and C. Slump

taken before me, A. M. Gomis, Special  
Commr. in the above styled cause, to be  
read as evidence in the determination  
of certain matters in controversy  
now pending before me as Special  
Commr. in said cause:—

W. M. G. Slump a witness of  
lawful age being duly  
sworn deposes and says:

I am 46 years old,  
reside in Lee County &  
am one of the defendants  
in this suit—

I had the conveyance of  
the Jno. W. Slump 32 acre  
tract made to my children  
R. C. & F. S. Slump in order  
to secure ~~the~~ ~~a~~ sum  
of \$504<sup>00</sup> with interest from  
the 1<sup>st</sup> day of January 1892  
or thereabouts— which belongs  
to the five children of my  
deceased wife Jennie Slump—  
The names of these five children  
are R. C., Nannie B., Minnie B.,  
F. S., & Jennie Slump— This



Money came to me as guardian of said children in the suit of Wm. Sloop, Guardian v. R. C. Sloop et al. This sum with its interest is a first lien on said 32 acre tract. If any balance remains in said tract after satisfying this lien, that balance is mine, & in this particular & to this extent the said conveyance was voluntary, & I was indebted at the time it was made.

I conveyed the 30 acre tract, known as the Wilson land, to T. M. Sloop in consideration of certain undertakings on his part which have not been performed - and while I did not do so with intent to commit any actual fraud on my creditors, I was in debt largely when the conveyance was made & desired as far as possible to put my interest in said tract out



of reach of my creditors-

Ques - I see on the judgment lien docket in the County Court Clerk's office a judgment docketed in favor of J. G. Reaser Admr. vs yourself and H. C. P. Reaser, rendered at the Nov. term 1894, for \$143, with interest from the 15<sup>th</sup> of Apr, 1894, and \$8.56 costs. Please state - how much has been paid on said judgment, if any thing and where the same was paid as nearly as you can tell?

Ans. I have paid on this judgment the sum of \$100. This payment was paid about 1<sup>st</sup> of Dec., 1894. This payment was made by me to H. C. P. Reaser.

Ques. I see a judgment docketed on the lien docket on Feb 19, '94, of R. H. Orr vs J. P. Barron and yourself. Please state if that judgment has been paid, if so, by whom and to whom?

Ans. I paid this judgment to L. M. Wade, D. S. of Lee County, in full.

Ques. I see a judgment docketed on said lien docket Nov 20, 1894. of James Punnington vs M. D. Collier and yourself



for \$739.22, with interest thereon from the 31 day of July 1890 till paid, and \$40.08 costs, subject to the following credits: May 4, 1891, \$21.<sup>00</sup>/<sub>100</sub>; June 6, 1892, \$100.<sup>00</sup>/<sub>100</sub>; Sept. 17, 1894, \$338.17. Please state any thing you may know of the standing of said judgment.

Ans. Said lien docket shows all the payments that have been made on said judgment except about 5000 feet of cull lumber worth about \$30. I find however a release, signed by James Pennington to M. D. Collier, entirely releasing the said Collier from any further liability on said judgment. Said release is dated Feb. 18, 1895, and I file a copy of the same as part of my deposition marked "J. M. Pennington Release". About  $\frac{2}{3}$  of the logs from which the 5000 feet of lumber was sawed come from the J. M. Pennington land, and said lumber was on the land at the time said Pennington purchased the land at the Comis. sale. Since the land was purchased by Mr. Pennington



at the Comrs sale that if I would pay to J. A. G. Hyatt and J. M. Orr their costs in said Chancery cause & let him have the above named lumber that he would release me from said judgment. I have not yet paid said costs.

Ques.

I see on the lien docket a judgment in favor of Sallie Smith vs. you, docketed Jan 25, 1895, for \$174<sup>96</sup>/<sub>100</sub> with interest from the 1<sup>st</sup> day of Jan '92 till paid and cost, and on another page of said lien docket I see a judgment for the same amount against C. Slump. State whether or not this is one and the same trans- action.

Ans.

It is the same transaction. Col. Slump was my security to Sallie Smith. Judgment was taken against him at one time and against me at another time. On this judgment I paid to C. Slump \$62.50 June 5, 1894.

Ques.

I see on the lien docket - a judgment on the lien docket against yourself and J. B. Barker for \$116, with interest



on \$90 part thereof from Oct 9 1885,  
and on \$26 the residue thereof from  
the 9 of Oct. 1889, and \$10.28 costs.  
Please state - what payments, if any,  
have been made on said judgments  
and when?

Ans. I paid him \$80 by check, the date  
I do not remember, but will send  
you the check which will show  
the date. I also paid to L. M. Wade,  
Executor of C. Wade \$25.50, the  
date of which I do not remember  
but will send you his receipt  
for the same. Also \$15 - about same time.

Ques. After the date of the Goodhue & Bro  
judgments, which was the 10 Mar  
1893, please state what amt. of  
personal property you had  
and handled during the year  
1893?

Ans. During this season I expect I  
handled about \$22000 worth  
of cattle. Of course I did not  
handle all this stock at one  
time, but I did handle that amt.  
from Aug to Nov.

And further ~~this~~ deponent saith  
not.

M. N. G. Simpson



C. Slump another witness of lawful  
age, being duly sworn deposes  
and says:

I have paid and settled  
in full the judgments of  
Sallie Smith against myself  
and W. N. G. Slump for \$174.96,  
with interest from Jan 1 1892,  
and I file herewith receipts for same marked "L" & "P."  
and the cost. Upon ~~the~~  
~~judgment~~ the note upon which  
these judgments were rendered  
I was the surety of W. N. G. Slump  
and the reason why two judg-  
ments were rendered on said  
note was that process was  
served on me at one term  
and then after the judgment  
was rendered against me  
this judgment was taken  
against W. N. G. Slump. On  
this judgment on June 5, 1894,  
W. N. G. Slump paid me  
\$62.50.

The judgment in favor of the  
Powells Valley Bank, rendered at the  
June term, 1894, against W. N. G. Slump,  
C. E. Flanary & myself for \$874, with  
interest from the 31 day of Aug 1893,  
and \$9.56 costs, has been fully paid,



\$470.35 thereof was paid by C. E. Flannery Sept 27, 1894; and \$479.45 the residue thereof was paid by myself Jan. 22, '95; which is fully shown by the receipt of H. J. Morgan for the Powell's Valley Bank, which is herewith filed as part of my deposition, marked "Powell's Valley Bank receipt."

On the judgment rendered at the June term 1894, in favor of Mrs S Hurst vs H. N. G. Shump. M D Collier and myself for \$792, with from the 15<sup>th</sup> of June, 1894, I have paid the full amount of said judgment amounting at the time of payment to \$822.12, and I also paid \$21, in addition thereto, the costs of a Chancery suit instituted on said judgment making a total paid on said judgment amounting to \$843.12 all of which is fully shown by the receipt of the said Mrs S Hurst, herewith filed marked "H. S. Hurst receipt." I file also here as part of my deposition copies of said judgments above marked "J. & K."



I also file a memorandum for myself and <sup>one for</sup> E. E. Manary and Myself each of which have been duly filed and recorded in the County Court Clerks office of said County as shown by the indorsements of the Clerk thereon, ~~and each of~~ These Memoranda are marked "M" & "O" and filed herewith as part hereof. And further this deponent saith not.

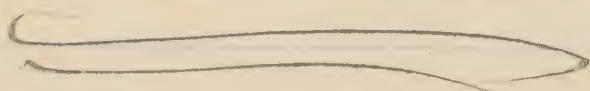
L. Sloop

Virginia, Lee County, to-wit:

J. A. M. Goins, Special Commr., in the above styled cause, do hereby certify that the foregoing depositions were taken before me under oath and that the same were duly subscribed by the parties in my presence.

Given under my hand, this Oct 21, 1893-

J. A. M. Goins,  
Special Commr.





Pennington Gap Bk.  
25.  $\frac{3}{2}$  In Chaucer -  
H. L. Sleep et al.

Depositions of  
E. Sleep and W.  
H. Sleep.



Pennington Gap Bank }  
vs. } In Chy.  
H. C. Sleep et als.

The depositions of L. T. Hyatt and others taken before me, A. M. Goins, Special Commissioner in this cause, to be read as evidence in determining the questions referred to me as said Commissioner in said cause.

Present:- L. T. Hyatt, for Plaintiff  
— Wm A. Orr, for H. N. G. Sleep.  
— B. H. Sewell, for H. C. Sleep.

L. T. Hyatt, a witness of lawful age, being first duly sworn, deposes as follows:

First question for plaintiff. — If you ever heard H. N. G. Sleep say any thing concerning the deed of himself to C. M. Sleep, filed in this cause as exhibit "E" with the original Bill, please state what he said & when.

Answer:— Some time last spring when we were taking the former account in this case H. N. G. Sleep was talking of making some arrangement to pay off the Good-loc & other liens against his land, and particularly the Willson land, I asked him what he would do about the deed to C. M. Sleep, when he answered that said deed could be done



away with at any time he wanted it done. This talk was had in my office or on the stairway near my office door.

At another time, in May 1894, said Slemup was talking about giving one Wm Jayne, his father-in-law, a deed of trust on this particular land, the land conveyed to said C.M. Slemup, to secure to the said Jayne the payment of two bonds &c., ~~I saw said Jayne~~ with some kind of understanding that said Jayne was to pay off all prior liens and then buy in said land for said Slemup or his wife <sup>or family</sup>. Said W.M. Slemup got me to see if said Jayne would make such a deal. I asked him how he could make and execute said Trust deed since he had already deeded said land to C.M. Slemup. He told me that said C.M. Slemup would join in the deed. I did go and see Mr. Jayne and said Jayne agreed to accept said Trust deed & employed me to prepare one which I did. Before the execution of said deed of Trust, however, Mr. Jayne sent me word that he had gotten



get Goodloe to take the com. in payment  
of their judgment.

Objection.

a letter from said W. N. G. Sleep to the effect that he had changed his mind and would not ~~now~~ at that time execute said trust deed. C. M. Sleep was not surety on either of the bonds Jayne held. At another time the said Sleep W. N. G. told me that he had said land, or a part of it in com in '94, and that he would raise enough on it to pay off the Goodloe debt and that we could get rid of said debt <sup>+ that he would go and see if he could not</sup> in that way. In fact said W. N. G. Sleep, from his conversation, led me to believe that since the said deed to said C. M. Sleep, he, the said W. N. G. Sleep, has had and continued in the full possession of the land thereby conveyed. The foregoing deposition is excepted to so far as the same pertains to any conversation had to W. N. G. Sleep in the absence of C. M. Sleep.

Wm A. Orr, atty  
for C. M. Sleep.

And further this deponent saith not  
L. I. Hyatt.

J. M. Flannery a witness of lawful age, being first duly sworn deposes and says:

1st Ques by Plff:—



Have any payments been made  
to you on the note secured by  
deed of trust on the Wilson <sup>& Broughton</sup> land  
since you gave your  
deposition in this cause in  
last May or thereabouts?

Ans. No sir.

2<sup>nd</sup>  
" "

Did C. M. Slump ever make  
you a payment on said note

Ans. He did not. I do not recollect  
that he ever mentioned it to me.  
And further this deponent saith not.

J M Flannery

Witness claims  
50 cts

James C. Slump

Deputy

Slump

Slump

J M Flannery



Pennington Gap Bank

vs.

H. C. Slump et als.

} In Chy.

The depositions of H. C. Slump and others, taken before me A. M. Gains, a special Commissioner, in the above styled cause, to be read as evidence on behalf of the Deft. in the determination of the questions referred to me as said Commissioner in said cause.

Present, C. F. Duncan Atty.  
for the plff.

" B. H. Sewell Atty.  
for the Deft.

H. C. Slump, a witness of lawful age, being first duly sworn, deposes and says:

Inco 1.

I can state whether or not W. H. G. Slump at the date of your written contract informed you of the said Alanany deed of trust on said land, and of the outstanding title of Patricia H. Borron to the same.



Ans. He did not, as I recollect.  
Ques 2. Did you tell W. H. G. Slump  
that you were satisfied with  
this trade with the Flannery and  
of trust on the land, and were  
him that there was enough  
land <sup>left</sup> to pay said trust deed.

Ans. I certainly did not.  
Ques 3. Did you <sup>tell him you</sup> were willing to  
take the land with Patrick H.  
Borron's title outstanding.

Ans. I think not. ~~There was something~~  
~~said about Pat~~ I never at  
any time <sup>agreed</sup> to accept this trade  
with Pat's title outstanding,  
and did not accept the  
deed in full satisfaction  
of my contract with said  
Slump.

Ques 5. Please state when you  
had notice of the assignment  
of the note and on to the  
Punington Gap Bank.

Ans. Aug. 10<sup>th</sup>, 1893.

Ques 6. Please state whether or not  
~~when the said note was~~ on  
became due you have been



ready, willing and able  
at all times to pay the same  
if the title to the land convey-  
ed to you was clear.

Ans. I have been ready, able  
and willing <sup>at all times</sup> since it became due  
to pay, and  
I had made my arrange-  
ments to pay the same  
if the title had been clear.

Ques

Please state whether or  
not ~~you~~ <sup>you or the Clerk of the Court</sup> who the Rem-  
ing in Bond presented said  
note for payment. that you  
informed him that the title  
to the land for which said  
note was given was not  
clear.

Ans. I did so inform him.

Ques " Did you so inform  
him before the institution  
of this suit.

Ans. I did.

Ques

Has Patrick become of  
age since the institution  
of this suit?

Ans. He says so.

Ques

Did you ever notify the  
attorneys for the plaintiff.



before the institution of  
this suit, if they would  
clear your title that  
you would at once pay  
said note.

Ans I ~~did~~ may have written this  
to L. J. Hyatt, I cannot state  
positively.

X Examined

- 1 you state in answer to the first ques-  
tion propounded to you, that at the  
time you purchased said land W. &  
S. Sump <sup>did</sup> ~~not~~ inform you that James  
M. Flannery had a deed of Trust on  
said land, how did you not know  
that said deed of Trust existed on said  
land before you purchased

Ans. I did not.

- 2 Had you not heard of it before you  
purchased

Ans. Perhaps I did.

- 3 Don't you know you did

Ans. No.

- 4 What is your best impression that  
you had or had not heard of it before  
you made said trade.

This question is objected to  
because it <sup>does</sup> not say how <sup>long</sup> <sup>had</sup>  
heard of it.

B. H. Sewall  
Att. for  
Def.



55  
1  
Ans. I have no definite impression on it.

5 Did not you and W. A. & Searp. go to James M. Flanory to see him about the deed of Trust before the second day of February 1893.

Ans. My recollection is that we did not.

6 How long after the Trade was made till you went to see Flanory about the deed of Trust.

Ans. I cannot tell.

7 Was it before the deed was made  
Ans. Yes.

7 Were you really afraid of said Trust deed, and the lien of it.

Ans. I was.

8 Then why did you accept said deed and execute said note.

Ans. I did not think that the accepting the deed and having it on record would bar me from having the title title perfected.

9 Why did you execute said note until you got said title perfected?

Ans. I thought it would be complying with my part of the contract.



and I thought that he, W. M. G. Slump, would comply with his part of the contract by paying off the deed of trust and the other liens that I had heard of.

10 What other liens had you heard of  
Ans. I had heard of a judgment in favor of <sup>sale of the</sup> H. H. Grahams, and I think I heard something of the Goodloe Bros. judgment. I had heard of judgment that Mr. Bruce held.

11 What did you understand to be the amounts of the three judgments mentioned by you.  
Ans. I understood that the Graham matter was about \$70; the Goodloe Bros. judgment about \$300; and the Bruce judgment of a balance of about \$60, and <sup>some</sup> interest.

12 Are you acquainted with the balance of the land covered by said Trust deed out side of the boundary conveyed to you.  
Ans. I am.

13 What is the reasonable fair cash value



of said land?

This question and question  
no 12, are objected to because  
immaterial & irrelevant,

Ans. <sup>B. H. Sewell atty  
first 10/13.</sup> A part of it is worth about  
\$30 per acre, the other part  
is worth about \$15 per acre.  
The whole boundary I re-  
gard as being worth \$570.

14 How does said tract compare in value  
by the acre with the entire tract or tracts  
of land purchased by you from said  
W. L. Slump. by the acre.

This question is objected  
to because immaterial and  
irrelevant.

Ans. <sup>B. H. Sewell  
att'y for W. L. S.</sup> I would rather have the  
land that I purchased from  
him, owing to its location, by  
at least \$10 per acre.

15 Do you mean to say that the fair cash  
marketable value of the land purchased  
by you is \$10 per acre greater than the other  
tract embraced in said tract deed?

Ans. I think it would be.

16 Was you at the time you took said  
deed really fearful of loss from



The interest of Patrick H Barrow in said land?

Ans. I was.

17 Was you not secured against said Barrow's undivided interest in said land

Ans. In no way that I know of, except the deed of Slump and it was not perfect.

18 Did you not have \$750.00 in your hands belonging to Patrick H Barrow, which he became of age, which you held back and were holding back at the time this suit was instituted, to secure the said Patrick H Barrow's <sup>conveyance of his</sup> interest, in lands then and now owned by you.

Ans. Yes sir; but not as to  $4\frac{1}{4}$  acres that is now in controversy.

19 Did not said \$750. cover the entire interest of the said Patrick H Barrow, in all the lands owned or sold by the said Patrick Barrow and his brothers and sister.

Ans. This \$750 was a loan returned for the benefit of Patrick Barrow long before I bought this land from W. N. G. Slump that is now in controversy.



20. By whom was said lien retained and in what land?

Ans. There was no lien retained in my deed, but there was a lien retained in the deed from Gale Slump to J. P. Barron and Eliza Barron from whom I purchased for \$750. J. P. Barron left this \$750 in my hands to be paid to Pat Barron when he arrived at the age of 21 years, which was, as I understood, ~~would~~ <sup>to</sup> some time in Apr. 1884. And after arriving at the age of 21 years said Pat was to convey all title that he had in these lands.

21. Before you purchased this land from W. H. Slump did not you and W. H. Slump go together to J. M. Flanory, ascertain the amount on said Deed of Trust, and at the same time did you not get the said James M. Flanory, to hold up a deed of Trust be held against you and would you agree to make this purchase from said W. H. Slump until you had thus seen said Flanory, and get him to hold up the deed be held against you.

This question is objected to because the deed from W. H. Slump & wife to H. C. Slump contains the contract of the parties and contains no other agreement, <sup>or arrangement</sup> is admissible.  
B. H. Sewell atty  
for H. C. Slump



Ans. I had some such talk to  
H. N. G. Slump and went to said  
J. M. Flannery's to see him if he  
would need all the money  
I owed him. H. N. G. Slump went  
with me; he said his object in  
going was to try to sell Flannery  
some cattle. I don't think there  
was any deed of trust mentioned  
by us. I would have made the  
purchase whether he would have  
held up or not. It is my  
recollection that it was after the  
date of the purchase that we  
went to Flannery's.

22 Did not you let H. N. G. Slump have the cattle or  
some of the cattle that he afterwards let Flannery  
have, and did not the said H. N. G. Slump see Flannery  
any with reference to taking the cattle before you  
and he traded? and when you and he were  
then to see Flannery?

This question is objected to <sup>as being</sup>  
irrelevant and immaterial, <sup>and</sup> because the  
taking of cattle has nothing <sup>to do</sup> with this issue,  
and because the deed made between  
these parties controls. All other evidence  
in this case tending to show anything  
different from the terms of said deed  
is objected to as inadmissible.

B. H. Sawell, atty  
for H. N. G. Slump.

Ans. I let said Slump have some cattle,  
and said Slump said he would



1  
to see Flanary to let him have  
some cattle and went there  
with me, I did let Slump have  
some of the cattle that he let  
Flanary have.

I ~~think that~~ traded with me  
and W. N. G. Slump was made  
before we went to J. M. Flanary's.

23. Are you certain that you and W. N. G. Slump had  
made said trade before you and he went to see  
Flanary about the deed of trust?

Objected to because immaterial  
substance the deed is a witness  
B. H. Dewell atty  
for S.

Ans. I did not go to see Mr Flanary about any  
deed of trust. My recollection is that  
we had traded.

24. Are you as certain that you had made said  
trade before you went to see Flanary as you  
are of any other statement you have made  
in this deposition?

Objected to because asked answered  
several times & for reasons above  
stated. B. H. Dewell atty  
for S.

Ans. I am.

25. How soon after you and W. N. G. Slump made  
said land trade did he tender you a deed.

Ans. Objected to because immaterial  
deed has been filed & shows that said trade  
of the parties & B. H. Dewell atty for S.

Ans. I do not recollect precisely, but it  
was some time afterwards.

26. Give your best impression as to the length of  
time between the trade and the tender of the



deed, the first deed.

objected to because immaterial,  
and because question does not  
state that deed it was it was  
or whether it complied with the  
Contract, B. H. Sewell, atty for C. S.

Ans. I guess it was about 3 weeks.

27 How soon after the present deed was written  
until you presented it to W. H. L. Semp for  
his execution and acknowledgment.

Ans. objected to because immaterial.  
The deed shows when it was  
acknowledged, B. H. Sewell, atty for C. S.

Ans. I gave it to my brother and he did  
not get it acknowledged, I  
then brought suit to force the  
acknowledgment. Shortly af-  
terwards Mr. Riddle took the deed  
to him and he acknowledged  
it.

28 What objection did you raise to the first deed.

Ans. I did not think it specified the con-  
tract in reference to the fence,  
and then I did not think the  
<sup>land</sup>  
~~title~~ was free from incumbrances.

29 Was the land free from incumbrances when you  
accepted this deed.

Ans. I think not. This deed though,  
as I thought, was more spe-  
cific in reference to the contract.

30 Why did you not have the title bond recorded when  
it was delivered to you.



Ans. I thought he would make me a deed at once.

Re-examination

Ques 1. Had Patrick H. Brown conveyed his title to his interest in the land in ~~this suit~~, at the date of the institution of this suit?

Ans. He had not.

Ques 2. Was the deed of which Exhibit 'C' is a copy, delivered to you on the date of the acknowledged answer, or, not?

Ans. My recollection is that it was delivered to me on that day - it might have been a day or so afterwards. And further this deponent saith not.

Henry C. Slomp,  
Virginia, Lee County, To-wit:

I, A. M. Louis, Special Commr., in the above styled cause, do hereby certify that the foregoing depositions were duly taken before me under oath and that the same were subscribed by the parties in my presence.

Given under my hand, this May 15<sup>th</sup>, 1894.

A. M. Louis,  
Special Commr.





Pennington Gap Bank

vs. } Depositions of Defts.

H. C. Slump et al.



= 1"

Pennington Gap Bank

vs.

H. C. Slump et al

} In Chy.

The depositions of H. N. G. Slump, and others, taken before me A. M. Goins, Special Commissioner in this cause, to be read, <sup>as evidence</sup> in determining the questions referred to me as said commissioner in said cause.

H. N. G. Slump, a witness of lawful age, after being first duly sworn, deposes and says:

1<sup>st</sup> Ques.

Please state how much is yet due on the note executed to J. M. Flannery and secured by Deed of Trust on Wilson land?

Ans.

On the 15<sup>th</sup> day of March, 1893, J. M. Flannery and I made a settlement on said note, and on that day I owed him \$325, principal & interest.

2<sup>nd</sup> Ques.

How much of the said Wilson land did you sell to H. C. Slump and when did you make said sale?



Ans. I contracted said land to said H. C. Slump on the 2<sup>nd</sup> Feb., 1893, and on that day said Slump took possession of said land. I sold him about 26 acres of said land.

Ques. How much land included in Deed of Trust was not sold to H. C. Slump and what do you consider this land worth?

Ans. About 31 acres, and this land is reasonably worth \$45- per acre.

X- examination

Ques 1. Please state whether <sup>or not</sup> you knew that said deed of trust for J. M. Pembert of James M. Slump was unsatisfied at the date <sup>when</sup> you contracted, and conveyed the land to H. C. Slump,

Ans. ~~Yes, and told him so.~~

At Yes I knew it was unsatisfied at the date of said contract, and I so told H. C. Slump at the time of said contract. I also



8  
knew it was unsatisfied  
at the time of the making  
and delivery of the deed to  
him, but did not so inform  
him at that time. Said deed

~~was~~  
Ques 2<sup>nd</sup> Did you not know of the outstand-  
ing title of Patrick H. Brown to  
a part of this land, at the date  
of your contract, and conveyance  
to H.C. Sleep?

Ans. I did, and I so informed  
him.

Ques 3<sup>rd</sup> At the time you delivered  
the deed to H.C. Sleep, did  
you not know that Goodell  
Bros., J. A. Jesse for re, and  
J. F. McCann, had obtained judg-  
ments against you and P. H. Brown  
& had them docketed ~~before~~  
~~you delivered your deed to H.C.~~  
~~Sleep~~, and state if said judgments  
have been satisfied?

Ans. My recollection is that Goodell  
Bros. had their judgment  
but as to the other two, I do  
not think they got theirs until  
in June.



Ques. 4. Did you not know of these encumbrances and outstanding <sup>on the land you conveyed to H.C. Slump.</sup> title, at the time of the assignment of the note sued on, and at the time of the institution of this suit?

Ans. I did.

Re-examined.

1. What liens were on this land at the time you sold it to H.C. Slump.

Ans. The James M. Flanary deed of trust the balance of which at that time was about \$325<sup>00</sup>/<sub>100</sub>, and the Pat Barron undivided one-fourth interest in the reversion of the 4<sup>22</sup>/<sub>100</sub> acre tract described in the deed from myself to said H.C. Slump.

2. Did you deliver the possession of said land to the said H.C. Slump at the time and on the day, when you made said sale to him.

Ans. I did.

3. At the same time did you execute and deliver to him a written contract for said land.

Ans. I did on the 2<sup>nd</sup> day of Feb 1893.



4 In your cross examination you are asked if you did not know of the existence of the deed of Trust line, and the Pat Borran line at the time you sold and you answer you did, now I ask you if H. C. Slump did not also know of these lines?

Ans. He did, I told him about them.

5 You say you did not tell him about them at the time you delivered said deed. Now did you deliver said deed to said Slump at all, if not to whom did you deliver it.

Ans. I did not deliver said deed to said Slump, but to Squire Ridde, who brought the deed and H. C. Slump's note to me and stated that said Slump had sent him with them to get the deed acknowledged.

6 At the time you sold to H. C. Slump did you inform him that the deed of Trust covered ~~another tract~~ of land, of about 30 acres, and if so state what he said about it if anything.

Ans. I did so inform him and pointed out the land to him, He talked like he was



satisfied with the title, that there was enough land left to pay off the deed of trust.

7 Did he not know that Patrick Barron would not come of age until some time after said note such as would become due.

Ans. He did - we talked about it - he said it did not amount to much, and that he was willing to take it.

8 What other land do you own, upon which the said Goodloe judgment is a lien.

Ans. I owned the John Hall tract of land containing 65 or 70 acres and for which I paid \$2000. It is also a lien on the land conveyed by me to C. M. Sleep containing 30 or 31 acres, but is subsequent to the deed of trust. This last land is worth \$40 per acre.

Ques 1, Did you not deliver <sup>the deed</sup> to H. C. Sleep to Mr Riddle for H. C. Sleep.  
Ans. I did.



And further this deponent  
saith not.

W. A. G. S. Crump





James M. Flanary, another witness of lawful age, being first duly sworn, deposes and says:

About the 28 day of Sept, 1888, N. N. G. Slump executed to me a deed of trust to secure a note executed to me on said 28 day of Sept 1888, for \$1600, and I suppose that exhibit "D" filed with Comptts bill is a correct copy of said deed of trust. On said note the following payments have been made, which ~~have~~ <sup>are</sup> indorsed as credits on the back of said note, to wit:

Dec. 21, 1889, \$124.00

Dec. 11, 1890, \$1096.00

Feb. 6, 1892, \$150.00

Mar. 28, 1892, \$50.00

Feb. 27, 1893, \$152.00

And I file herewith a copy of said note with the credits indorsed thereon, leaving a balance due



me, with interest calculated down to June 4, 1894, of about \$331.71.

Are you acquainted <sup>with</sup> the tract or tracts of land embraced in said deed of Trust ~~above~~ spoken of. spoken of. securing the payment of said \$1600. note

Ans. I am acquainted with said land, but do not know the lines and boundaries thereof.

2 Question. Please state about how much of said land lies outside of the boundaries conveyed by W. H. Sump. to Defendant H. C. Sump.

Ans. I cannot state.

Ques 3. Please state whether or not the land embraced in your deed of Trust, outside of the part conveyed to H. C. Sump, will be sufficient to pay said deed of Trust?

Ans. I cannot say, as I am not informed as to the quantity of <sup>the</sup> land left. And further this deponent saith not.

Witness  
claims  
\$0.50

J. H. Pharran

J. K. O. Barron, another witness of lawful age, being first duly sworn, deposes and says:



Please state whether or not you are acquainted with the Trust of land conveyed by W. A. G. Semp to Albert Flanory Trustee to secure a debt due to James M. Flanory. if so, please state what you think is the fair cash value of that part of said Trust of land lying outside of the conveyance to H. C. Semp. by W. A. G. Semp.

Ans. I am acquainted with said land, and that part of it outside of the conveyance to H. C. Semp is reasonably worth \$30 per acre, and perhaps more. There is about 30 acres included in the deed of trust outside of that conveyed to H. C. Semp.

The above question an answer is objected to. Because immaterial and irrelevant to the issue in this case.

X-24

W. H. Sempell,  
att'y for W. A. G.

May the Court please know there are 30 acres in the said deed of trust outside of that conveyed to H. C. Semp?

Witness claims  
1 day .50 cts  
20 mi. 80  
\$1.30



Ans. It is a mere supposition  
on my part.

And further this deponent saith  
not. J K P Barron

H. C. Slump, another, witness of lawful  
age being duly sworn deposes and says

1 I have state the date of your purchase of  
the Tracts of land described in the deed  
from H. C. Slump to you dated on  
the 2<sup>nd</sup> day of March 1893. and  
filed with complainant's bill as Exhibit "C."

This question is objected  
to. Because the contract  
of sale is in writing and  
is filed in this case marked  
Exhibit "B" and said writing  
in the best evidence & shows  
the date & terms of sale.

H. H. H. H. H.  
Att'y. for Off

Ans. Said purchase was made about  
the 2<sup>nd</sup> Feb, 1893, as is shown  
by the written contract filed  
with the Plffs. bill, marked "B."

2 When was possession of said delivered  
land delivered to you?

Ans. On the day said writing bears date.



3. Have you been in possession of said lands ever since, and were in possession thereof, on the 10<sup>th</sup> day of March 1893.

Ans. I ~~have been~~ <sup>was</sup> in possession on the 10<sup>th</sup> day of March, 1893, and have been ever since.  
And further this deponent swears  
no h. Henry C. Slump,

Virginia, Lee County, to-wit:

J. A. M. Goins, Special Commr.,  
in the above styled cause, do  
hereby certify that the foregoing  
depositions were duly taken before  
me under oath and were  
duly subscribed by the parties  
in my presence.

Given under my hand this  
May 15<sup>th</sup> 1894,

A. M. Goins,  
Special Commr.

—//—

Pennington Exp Bank

of Depositions for Off.

H. C. Slump et al.

J. H. P. Barron \$1.30

J. M. Glavary .50



Remington Gap Bank

<sup>vs.</sup>  
H. C. Slump et als.

This day W. N. G. Slump personally appeared before me A. B. Mursey Clerk and made oath that the judgement reported against him in the above styled case <sup>in favor of John Barron</sup> against himself & J. P. Barron has long since been <sup>fully</sup> paid. and that the sum of \$30<sup>00</sup> was on the 19<sup>th</sup> day of March. 1894 paid to L. M. Wade Deputy for C. E. Slavery Sheriff on the judgement in favor of Henry Graham reported in said cause. and that he has given a forth coming bond on the residue thereof. Given under my hand this 7<sup>th</sup> day of June 1894  
A. B. Mursey Clerk



Pennington Gap Bank  
vs. ~~the~~ Affidavit.  
H. C. Sloop et al



Pennington Gap Bank  
vs. } In Chancery.  
H. C. Slomp et als.

To the Hon. H. T. Miller, Judge of the  
Circuit Court for Lee County, Virgin-  
ia.

Your undersigned Special Commr.,  
in pursuance of a decretal order  
of the Circuit Court for Lee County,  
pronounced on the 15<sup>th</sup> day of Mar.,  
1894, in the above styled cause, having  
given due notice to all parties con-  
cerned, proceeded on the 13<sup>th</sup> day of  
Apr., 1894, and on succeeding days  
thereafter, at his office in the town  
of Jonesville, to execute said order;  
and the proceedings having been  
thence forward regularly adjourned  
from day to day, and being at length  
completed, the result is herewith  
respectfully submitted.

Your commissioner was direc-  
ted by said decree of March 15, 1894,  
to ascertain and report; (1), what  
liens, if any, exist upon the land  
in the bill and proceedings mentioned  
in this cause, the amount of each, and  
to whom due; (2), the defects, if any,  
in the title to said land; and (3),  
whether any other lands belonging  
to the said H. N. G. Slomp are subject  
to said liens, and the value of said lands.



In response to the 1<sup>st</sup> enquiry, your Comr. files herewith, as part hereof, marked "L," a list of liens on the land in the bill and proceedings mentioned in this cause. Said liens are in the order of priority as represented by the marginal numerals, and the parties to whom each is due, and the amount thereof, will be seen by an inspection of said list "L."

In response to the 2<sup>nd</sup> enquiry, your Comr. reports that the title to the land sold by W. N. G. Slump to H. C. Slump is defective in the following particulars: 1<sup>st</sup>, In the deed of conveyance from Eliza J. Barron et al to W. N. G. Slump, Patrick H. Barron's one-fourth undivided interest in the reversion of the 4<sup>29</sup>/<sub>100</sub> acre piece, described in the deed from W. N. G. Slump to H. C. Slump, is still outstanding, he, being a minor at the date of said conveyance, did not join therein, and, so far as the evidence before your Comr. is concerned, has never relinquished his interest to said land. 2<sup>nd</sup>, Said land is also encumbered by the J. M. Flannery deed of trust and the judgments of John Barron (col), Goodloe Bros. and Henry Graham, as set out in list "L."



The J. M. Flanary deed of trust is a specific lien on the 28 acres described in the deed from W. W. G. Slump to H. C. Slump and on the 30 acres conveyed in the deed to C. M. Slump, and the three judgments are general liens on all the lands owned by W. W. G. Slump at the date of their rendition, which your court ascertains was the lands set out in the deed of conveyance to H. C. Slump, the 30 acres conveyed to C. M. Slump, and a tract of 65 or 70 acres still owned by himself, known as the John Hall tract.

In response to the 3<sup>rd</sup> enquiry, your court reports that said W. W. G. Slump, at the date of the acknowledgement of his deed to H. C. Slump, owned, in addition to the lands conveyed to said H. C. Slump, the 30 acres since conveyed to C. M. Slump and the 65 or 70 acre tract, known as the John Hall tract. The first of these two last tracts, that is the 30 acres sold to C. M. Slump, your court ascertains to be worth \$30 per acre, on a total sum of \$900, and the other tract, the John Hall tract, he ascertains to be worth the total sum of \$2000; but this last tract your court ascertains is covered by a deed of trust to E. N. Pennington,



trustee for the benefit of N. W. G. Barron, recorded Nov. 25, 1892, and amounting to the sum of \$887.50. This deed of trust is prior to the judgments of Goodloe Bros. and Henry Graham, but is subsequent to the John Barron (col.) judgment.

Your commissioner considers that he has now fully responded to the enquiries referred to him by the court. But there is still another question raised by one of the judgment creditors of N. W. G. Slump, which your court. is called upon to decide. It will be seen from list "L" that there is a judgment, marked "H," in favor of J. F. Necessary. This judgment was rendered on the 15<sup>th</sup> day of June, 1893, after the date of the acknowledgment and recordation of the deed to H. C. Slump, but before the assignment of the note to the Pennington Gap Bank, the collection of which this suit was brought to enforce. Your court. holds that said note, although it was executed as a part of the purchase price of said <sup>land</sup>, and the payment thereof is secured by a vendor's lien retained in the deed from N. W. G. Slump to H. C. Slump, is personal property, and, under § 3601, Code 1887, was subject



to the lien of an execution placed  
in the hands of the sheriff before  
the date of assignment to a bona  
fide holder for value without notice.  
But as there has been no evidence  
produced before your court, tend-  
ing to show that an execution on said  
judgment did go into the hands  
of the sheriff before the date of the  
assignment to the Pennington Gap  
Bank, and as the records of the  
court are silent on this point,  
your court does not report this  
as a lien on said fund.

All of which is respectfully sub-  
mitted, this May 21<sup>st</sup>, 1894,

A. M. Goins,  
Special Commr.

The foregoing report is excepted to because  
the Commr has failed to report all the liens  
against the <sup>if any</sup> other lands, <sup>slump</sup> than that sold to  
H. C. Slump.

2<sup>nd</sup> Because said Commr should have reported  
the lien of J. F. Neessary & J. A. Jesse for  
re (Judgment for \$220 rendered at June 1893 term) as a prior  
lien of said on note of H. C. Slump sued on  
to Plaintiff -

Matthews Maynor  
attys for Goodloe Bros.  
J. F. Neessary & J. A. Jesse  
for re



Pennington Gap Bank

vs. { Comr's Report.

H. C. Slump et als

Filed May 21, 1894

A. B. Munsey.

Comr's fee \$27 <sup>00</sup>/<sub>100</sub>



-----  
Pennington's Gap Bank

Plaintiff.

vs

In Chancery.

H.C.Slemp et als.,

Defendants.  
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To the Honorable W.T.Miller, Judge of the Circuit Court for  
Lee County, Virginia:

The undersigned, who was, by a decree entered in the above styled cause on the 13th day of June 1895, on a recommittal of said cause, required to report all the liens existing against the lands of W.N.G.Slemp, together with the amounts and priorities thereof, what payments, if any, had been made on either of any of the judgments mentioned in said amended bill, or either of said cross-bills, by whom and when paid, the rights, if any, of subrogation of the plaintiffs in said cross-bill, and their priorities and how created, and to ascertain any lands subject to said liens, upon what consideration, if any, the deed was made by W.N.G.Slemp to C.M.Slemp, and upon what consideration, and for what purpose, the said W.N.G.Slemp made himself, and procured to be made by his brothers and sisters, the deed to his two children R.C. and Frank S. Slemp, and whether or not said deeds or either one of them was made for the purpose of hindering, delaying and defrauding his creditors then existing or subsequent, and to report any other matter deemed pertinent by himself, or any of the parties, begs leave to report, that soon after the close of the last term of your honor's court, he gave notice to the parties interested, that on a certain day, at his office in the town of Jonesville, he would proceed to make the enquiry directed by said decree, and at the time and the place thus fixed, most of the parties in interest appeared. The case was carefully examined, and various depositions were taken, and the matters not being then fully completed, and all the evidence not being then taken, an adjournment was, by consent of parties, taken to future days; and in this way your commissioner has proceeded until he has heard all the testimony offered, or desired to be introduced by any of the parties interested; and through the testimony thus offered, your commissioner has endeavored to per-



form all the duties required by the terms of said decree.

First.--He has ascertained all the liens existing against the lands of W.N.G.Slemp, together with the amounts and priorities thereof, and has filed three lists thereof, marked respectively "S", "T", and "U". List "T" shows the entire liens existing by judgment and deed of trust against the lands owned by the said W.N.G.Slemp, and remaining unpaid at this date, the priorities being shown by the figures in red ink marked on the margin, and amounts to the sum of \$5336.19, to which will have to be added the costs of this suit. List "S" shows the liens by judgment, deed of trust, and vendor's lien reserved in the deed, which are liens upon the tract of land sold by W.N.G.Slemp to Henry C.Slemp on the 2nd day of February, 1893, and conveyed to him by deed dated on the second day of March 1893, but not recorded until the 27th day of May 1893, and the first in priority is a judgment in favor of Castleton Wade, and amounts, with interest calculated down to Nov. 1st 1895, to \$107.58; the second, is the deed of trust in favor of J.M.Flanary, balance of principal and interest calculated to the same date, \$357.65; the third is a judgment in favor of John Barron, the balance of which is \$4.42; the fourth, is a judgment in favor of Goodloe Bros., the principal, interest and costs to the same date, amounts to \$432.23; the next is the balance of a judgment in favor of Henry Graham, deceased, balance of which is \$84.96,--this judgment and the Goodloe Bros. judgment being of equal priority; the fifth is the note of Henry C.Slemp to W.N.G.Slemp assigned to the Pennington Gap Bank, and for which a lien is retained in said deed, and amounts principal and interest, on November 1st, 1895, to \$546.85. All of said judgments, together with said deed of trust are liens upon the tract of land conveyed by W.N.G.Slemp to C.M.Slemp by deed dated on the 3rd day of October, 1892, but which deed had not been recorded until the 25th day of November, 1893, long after said judgments had been docketed pursuant to law in the Judgment Lien Docket in the Clerk's Office of the County Court of Lee County. Said deed of trust ~~ix~~ embraces said tract of land



last aforesaid, as well as the tract of land conveyed to H.C. Slemp. Your commissioner is of opinion that said C.M. Slemp tract of land should be sold to satisfy the liens by reason of said judgments and deed of trust existing against the tract of land sold to the said H.C. Slemp, to the relief of the Pennington Gap Bank, as these judgments and deed of trust are a lien upon both of said tracts, while the note or debt of the Pennington Gap Bank is only a lien ~~upon one of them~~ <sup>to wit the H.C. Slemp Tract</sup>. The judgments in favor of J.F. Necessary, J.A. Jessee and L.D. Ward are also liens upon the C.M. Slemp tract, they each having been docketed before said deed was admitted to record. List "U." shows the liens together with their priorities upon the tract of land conveyed by W.N.G. Slemp and his brothers and sisters to R.C. and Frank S. Slemp, the first one of which is money received by W.N.G. Slemp from the estate of his deceased wife for the benefit of her children and heirs at law, to wit: R.C., Nannie E., Minnie Lee, Frank S., and Jennie Slemp; the other three items are judgments <sup>the first</sup> in favor of Wm. S. Hurst against W.N.G. Slemp, M.D. Collier and C. Slemp. On this liability C. Slemp was the surety of the said W.N.G. Slemp and M.D. Collier and as such had to pay \$593.00 on said Judgment, and by reason thereof is entitled to be substituted to all the rights of Wm. S. Hurst, the judgment creditor; the next is a judgment in favor of the Powell's Valley Bank against W.N.G. Slemp, C. Slemp and C.E. Flanary. In this debt C. Slemp and C.E. Flanary were the sureties of the said W.N.G. Slemp and as such were compelled to pay and did pay said entire judgment which with its principal and interest and the costs at law amounts on November 1st 1895 to \$977.18, and by reason of having paid the same said C. Slemp and C.E. Flanary are entitled to be substituted to the rights of the Powell's Valley Bank against said Slemp; The next and last item on this statement "U" is for costs paid by the said C. Slemp. These costs were incurred in a chancery suit instituted by the said W.S. Hurst on the above named judgment and were paid by the said C. Slemp. ~~THESE~~ The said C. Slemp and C.E. Flanary obtained their priorities ~~by~~ over the various other judgments rendered against W.N.G. Slemp, before the



the rendition of the judgments in favor of Wm.S.Hurst and the Powell's Valley Bank, by reason of having filed in the Clerk's Office a memorandum in accordance with section 2460 of the Code of Virginia 1887 at the time they filed their petitions and cross bills attacking the deed made W.N.G.Slemp and his brothers and sisters to R.C. and Frank S.Slemp. That section of the Code provides that a creditor availing himself of said section shall have a lien from the time of bringing his suit to avoid a gift, conveyance or assignment declared to be void by the two presiding sections from the time of filing his petition provided he file at the time a memorandum setting forth the title of the cause, the general object thereof, the court wherein pending, a description of the property and the name of the person whose estate is intended to be effected thereby in the Clerk's office of the County Court. This was done by said petitioning creditors and was not done by any other person asserting liens against the said W.N.G.Slemp.

The deed by the said W.N.G.Slemp and his brothers and sisters to the said R.C. and Frank S.Slemp was made as he states to secure a bona fide debt to his children by his first wife to the extent of \$504.00, as to the residue of it according to his own statement in his deposition taken before me, the purpose was to hinder and delay his creditors, that being the case your commissioner is of opinion that said deed should be set aside, but that in setting it aside the debt honestly secured to his children should be treated as a first lien upon the funds arising from the sale thereof. AS to the deed to C.M.Slemp, in the opinion of your commissioner, it matters very little for what purposes it was made as the liens ~~then~~ existing upon ~~the~~ said tract of land prior to the recording of said deed are more than sufficient to exhaust it. But your commissioner is of opinion that the evidence in this case clearly shows that that deed was likewise made for the purpose of hindering and delaying said W.N.G. Slemp's creditors.

Respectfully submitted,

Nov.1st 1895.

*A. M. Gouss,*  
Special Commr.



1st. Because on page 3 the Court reports that  
 the H.C. Slamp land should be sold first to  
 pay the salary due of such, the H.C. Slamp  
 Court reports as to be less the H.C. Slamp  
 land first to be applied to the H.C. Slamp  
 Note & then set out acceptance judgment.

2nd. Because first it gives petitioners who  
 have filed for judgment priority over judgment  
 creditors existing at the time the petition  
 was filed to get down the price of their  
 judgment. Because the judgment is not sufficient

3rd. Because the debt to H.C. & J. Slamp for  
 which Court reports as judgment that  
 were then properly acknowledged and  
 recorded & was always paid as to the judgment  
 creditors - I am the only one who has  
 as well as the other creditors.

Pennington Gap Bank

v. { Court's Report.

H.C. Slamp et al.

Nov. 9th 1895, Filed.  
 J.B. Munsey, Clerk

debt.

|              |         |
|--------------|---------|
| Court's Fee, | \$25.00 |
| Former Fee,  | 27.00   |
| Total,       | \$52.00 |



NOTICE! SALE of LAND!

(Extract copy from decree.)

Pennington's Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

\*\*\*\*\* It is further adjudged ordered and decreed that unless H.C.Slemp, or some one for him, shall pay the above sum as adjudged against him in favor of the Pennington Gap Bank, and W.N.G.Slemp or some one for him pay off ~~and~~ the amounts adjudged against him, within thirty days from the rising of this court, then L.T.Hyatt, who is hereby appointed a special commissioner for the purpose, shall proceed to sell the three tracts reported in Comr.Goins' report filed in this cause, at the front door of the Courthouse of Lee County, at public auction, to the highest bidder upon the following terms, to wit: For cash in hand to pay the costs of suit and expenses of sale and the R.C.& F.S.Slemp tract upon a credit of one two and three years, the purchaser giving bond with good security bearing interest from day of sale; and as to the other two tracts for cash sufficient to pay off the amount of the debt going to J.M.Flanary under his deed of trust, and the residue upon a credit of one two ~~and~~ and three years, the purchaser giving bond with good security bearing interest from day of sale.

The order of sale of said tracts shall be 1st. the R.C.& F.S.Slemp tract, 2nd. the C.M.Slemp tract, and 3rd. the H.C.Slemp tract. Before making said sale said commissioner shall advertise the time terms and place of sale by posting written or printed notices at three or more public places in Lee and Wise counties. Before proceeding to execute this decree said Commissioner shall execute bond before the Clerk of this Court with good security in the penalty of \$6000.00, conditioned as the law directs. And this cause is continued.

-----  
On the 18th day of May 1896, I will proceed to execute the decree of which the foregoing is an abstract copy.

I will first sell the R.C.& F.S.Slemp tract, being the tract on which W.N.G.Slemp now resides, containing about 33 acres, lying in Turkey Cove, near the Turkey Cove Seminary, and adjoining the lands of C.M.Slemp and others. The costs of this suit and the commissions of sale of this tract will be required to be paid in cash by the purchaser of said tract, and the balance will be on a credit of one two and three years.

I will next sell the C.M.Slemp tract, sometimes called the Wilson tract, containing about 30 acres, adjoining the tract above described. The sum of \$370.90 and the commissions of the sale of this tract will be required to be paid in cash, and a credit of one two and three years will be given as to the residue.

I will lastly sell the tract of land known in this suit as the H.C.Slemp tract, being the tract conveyed to said H.C.Slemp by W.N.G.Slemp, and adjoining the C.M.Slemp or Wilson tract above described. The commissions of the sale of this tract will be required to be paid down in cash, and as to the residue a credit of one two and three years will be given.

In each case the purchaser will be required to execute his bonds with approved security for the deferred payments.

Remember day of sale! May 18th 1896, first day of May term of County Court for Lee County.

*L.T. Hyatt*

Special Commissioner

The required bond has been given by Comr.

*A.B. Mursey* Clerk



P. Lap Band

vs  $\frac{3}{2}$  Chy.

W. C. Slump et al.

Notice of sale of  
land by Comr.



Pennington's Gap Bank,

Plaintiff.

vs.

In Chancery.

H.C.Slemp et als.

Defendants.

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To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The undersigned commissioner begs leave to report as follows:

I was appointed by decree rendered in the above styled cause on the \_\_\_\_ day of March 1896 to sell three tracts of land lying in this county.

Pursuant to said decree I advertised said lands for sale by posting notices thereof at the front door of the Courthouse of Lee County, in Turkey Cove, where said land lies, and at Big Stone Gap, in Wise County, and at other places. A copy of said notice is hereto attached as a part of this report.

On the 18th day of May 1896, at the front door of the Court house of Lee County, I offered said land for sale, at public outcry, upon the terms mentioned in said decree, in the presence of a large crowd of citizens.

As required by said decree I first offered the tract known as the R.C. & F.S.Slemp tract for sale. After quite a good deal of bidding said tract of land was knocked off to W.S.Hurst at the price of twelve hundred dollars, that being the highest bid made for ~~xi~~ said tract. The said Hurst paid or caused to be paid to me one hundred and twelve dollars and sixty cents, the costs of this suit as taxed by the clerk, and also the sum of thirty-three dollars, my commissions of sale. This money I hold subject to the order of the court.

I next offered for sale the tract known as the C.M.Slemp tract, as required by said decree. After some bidding this tract was <sup>n</sup>knocked off to the said W.S.Hurst at the price of eleven hundred and seventy dollars, that being the highest bid made for ~~x~~ said tract. The said Hurst then paid to your commissioner the sum of three hundred and sixty-seven dollars and seventy-six cents, the amount of the J.M.Flanary deed of trust, in cash, and also the sum of thirty two dollars and forty cents



the amount of my commissions for selling said tract. This money I also hold subject to the order of the court.

The said Hurst has executed to me his three bonds for the sum of three hundred and fifty-one dollars and forty-six and ~~two~~ two-thirds cents each, bearing interest from date, and due respectively in one two and three years for the deferred payments on the R.C. & F.S. Slemp tract, with A.G. Hyatt and J.A.G. Hyatt as his security.

The said Hurst has also executed to me as commissioner his three bonds for the sum of two hundred and fifty-six dollars and sixty-one and one-third cents each, bearing interest from day of sale, and due respectively in one, two and three years for the deferred payments on the C.M. Slemp tract with A.G. Hyatt and J.A.G. Hyatt as his security. The security is good.

I then offered for sale the tract of land known as the H.C. Slemp tract, being the land sold by W.N.G. Slemp to the said H.C. Slemp, upon the terms mentioned in said decree. The said H.C. Slemp offered for the whole of said tract the debt against it. I then offered to sell a part of said tract for said debt, but could get no bid. I therefore knocked the whole of said tract off to the said H.C. Slemp for the debt against it which I ascertained to be on day of sale five hundred and sixty-two dollars and twenty-six cents. The said Slemp paid to me in cash the sum of twenty dollars and twenty-four cents for my commissions of sale, and executed to me his three bonds for the sum of one hundred and eighty-seven dollars and forty-two cents each, bearing interest from date, and due in one, two and three years from day of sale, respectively, with L.M. Wade, John Gilly and C. Slemp as his surety, which is good.

I think all the sales good ones, and recommend their confirmation.

Very respectfully submitted,

*L. F. Hyatt, commr.*



P. Gap Bank

vs  $\frac{3}{2}$  lhy.

W.C. Slump et als.

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Report of sales of  
L.S. Hyatt Court.

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Filed May 20th 1896

A.B. Munsey  
Clerk



Pennington Gap Bank, ..... Plaintiff.

vs.

In Chancery.

W.C. Slomp et als., ..... Defendants.

))))))))))

To the Honorable W.T. Miller, Judge of the Circuit Court for  
Lee County, Virginia:

The undersigned commissioner begs leave to submit the following report:

By a decree entered in the above styled cause on the 2nd day of June, 1906, I was directed to pay out the money received by me as costs to those entitled.

I complied with said order by paying to A.H. Goins \$52.00, his fee as commissioner; to A.B. Munsey \$19.94, his costs as clerk; to Duncan & Hyatt \$15.00, their attorneys' fee; to J.F. Rullitt \$5.00, his fee as guardian ad litem for the infant defendants; to the plaintiff, the Pennington Gap Bank, \$4.65 which they had paid to S.V.F. Richmond, clerk, and the Sergeant of the city of Richmond; to S.V.F. Richmond \$1.25, the residue of his costs; to L.M. Wade, Deputy for G.F. Flanary, Sheriff of Lee County, \$8.40; to J.H.P. Barron \$1.30, his witness claim; and to J.M. Flanary \$1.00 his witness claim. I still have in my hands \$6.03, estimated costs.

The aforesaid decree further directed me to pay to James M. Flanary the sum of \$337.76, the amount of his deed of trust.

I complied with said order of the court by paying to B.H. Sewell, Attorney for W.C. Slomp, to whom said deed of trust fund had been assigned, the said sum of \$337.76.

By the decree aforesaid I was also directed to collect the purchase money bonds as the same became due and disburse the same to those entitled.

I have complied with this direction in the following manner:



744.90  
536.97  
1681.87

The first bond for the C.M. Sleep tract of land with its interest, amounted on the 1<sup>st</sup> day of May, 1897, when it became due to the sum of \$278.01, and said sum was paid to me on that day by the purchaser of said land. I disbursed this sum as follows: I retained \$9.23 to pay taxes assessed against said land; I paid to J.A.C. Pratt, assignee of H.M. Wade, Executor of the estate of C. Wade dec'd, the sum of \$15.71; I paid to John Barron \$4.77, the full amount due him on his judgment; I paid to Goodloe Bros., or rather to Wm.S. Mathers, their attorney, \$148.97 on their judgment; and I paid to J.A.C. Hunt, assignee of J.V. Graham, Executor of the late Henry Graham \$29.30 on his judgment. Thus the full amount was disbursed.

The first bond for the sale of the tract of land known as the "R.C. & F.C. Sleep tract" with interest amounted on the 1<sup>st</sup> day of May, 1897, when the same became due, to the sum of \$372.55 and said sum was paid to me on that day. I disbursed the same as follows: I paid to R.H. Sewell, Atty. \$15.00 (This payment was made pursuant to a decree entered in said cause on the 7<sup>th</sup> day of November, 1896); I retained \$12.35 to pay the taxes assessed against said land; and I paid the residue to W.H.C. Barron, guardian for the infant heirs of Virginia Sleep, dec'd., to wit, the sum of \$341.90.

The first bond for the sale of the H.C. Sleep land was paid when due, and I paid the full amount received by me to the Pennington Gap Bank.

I was relieved by the county court of Lee county from the payment of the taxes assessed against me as commissioner *in said cause*.

The second bond for the sale of the said C.M. Sleep tract, together with its interest, amounted to the sum of \$287.40 on the 18<sup>th</sup> day of May, 1897, when it became due and said amount was paid



to me at that time. To this sum I added \$.72 of the \$9.20 retained to pay taxes as above mentioned, making a total sum of \$296.12 of said sum to be disbursed. The 54 cents, the difference between the \$2.21 and the \$.72 I retained for the payment of the costs of the <sup>Motion to be</sup> released from the payment of said taxes.

I disbursed said sum of \$296.12 as follows: I paid to W.S. Mathews, Atty for Goodloe Bros. on their judgment the sum of ~~\$247.72~~ <sup>\$247.72</sup>, and to J.A.C. Hyatt, assignee of the Graham judgment, ~~\$48.40~~ <sup>47.82</sup>, and I retained for taxes \$8.54.

The second bond for the sale of the E.C. & F.R. Sloop tract amounted on the day last aforesaid to the sum of \$393.34 and it was paid to me when due. To this sum I added \$12.00 of the \$12.65 retained for taxes as hereinbefore stated. Thus the total amount of said fund to be disbursed was \$405.34. And this sum I disbursed by paying to said Goodloe Bros. on their judgment ~~\$222.00~~ <sup>50.02</sup>; to J.A.C. Hyatt, assignee &c. on Graham judgment ~~\$11.00~~ <sup>\$9.78</sup>; and to W.H.C. Barron, Jr. Guardian as aforesaid, ~~\$322.32~~ <sup>\$340.30</sup>, the residue; and retained <sup>4.91 to pay taxes</sup>

The second bond for the sale of the H.C. Sloop tract of land was fully paid to me and I paid the same over to the plaintiff.

The third bonds for the sale of the said G.M. Sloop and E.C. and F.R. Sloop tracts of land with their interest amounted on the 31st day of January, 1890, to the sum of \$600.52, and the purchaser desired to pay that amount and lift his bonds at that time. I received the money and have disbursed it as follows: to W.S. Mathews, Atty. for Goodloe Bros, balance of their judgment except taxes \$45.27; to J.A.C. Hyatt, assignee of the Graham judgment \$8.38; to A.L. Prideaux, assignee of the J.F. Necessary judgment \$312.41; to J.A.C. Hyatt, assignee of the J.A. Tessee judgment \$310.59; and I retained to pay taxes against the funds assessed against me \$16.50.

From the foregoing it will be seen that the purchaser of the



two tracts of land known in this cause as the "C.H. Sleep tract" and the "F.C. & F.S. Sleep tract" has fully paid for the same and is entitled to a deed therefor. The said purchaser, however, requests me to report to the court that he has sold and transferred his said purchase to one Samuel H. Davis, and to ask the court to have said land conveyed to him, the said Samuel H. Davis.

The said bond for the sale of the H.C. Sleep tract of land is not yet due.

I have in my possession the vouchers showing the disbursements hereinbefore reported.

Very respectfully submitted,

L. T. Hyatt

Special Commissioner/



Pennington Gap Bank

vs  $\frac{3}{4}$  In Chancery.

H. C. Slump et al.

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Report of L. L. Hyatt,  
Special Commr. showing  
collection and disburse-  
ments of moneys.

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Filed ~~Feb 2~~ <sup>Feb 2</sup> 1899

A. B. Mursey.



To the Honorable W.T. Miller, Judge of the circuit court for  
Lee county, Virginia:

The undersigned, who was, by a decree of your honor entered  
on the 14th day of March, 1899, in the chancery cause pending in  
said court, entitled "Pennington Gap Bank vs. H.C. Sleep & als.",  
appointed a special commissioner for the purpose, and directed to  
make and execute to Samuel H. Davis a deed conveying said in lands  
to him, begs leave to report that he has made executed and acknowl-  
edged said deed and files the same herewith for the inspection and  
approval of the court. The said W.S. Hurst and Eliza J. Hurst also  
joined in said deed as directed by said decree. Your commissioner  
has to expend two dollars and fifty cents for internal revenue  
stamps which he pasted to the said deed and cancelled.

Your commissioner reports also that there is one note or bond  
for the sale of the H.C. Sleep land still unpaid, and that the same  
will become due on the \_\_\_\_ day of May, 1899.

Very respectfully submitted,

*L. J. Hyatt*

Special Commissioner.



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Pemington Gap Bank.

vs.  $\frac{3}{2}$  In Chancery

H. C. Sleep et als.

---

Report of L. I. Hyatt  
Spe Commr. showing ex-  
ecution of Deed to  
Samuel H. Davis, &c.

---

Filed March 8<sup>th</sup> 1897



To the Honorable H. A. W. Steen  
Judge of the Circuit Court for Lee  
County, Virginia:

Your undersigned commis-  
sioner begs leave to report that  
the purchase money notes ex-  
ecuted to him as comm. in the  
cause pending in said court en-  
titled "Remington Gap Bank vs.  
H. C. Slemp & als." by H. C. Slemp,  
and others have been fully paid,  
and that said slemp is now en-  
titled to a deed.

Respectfully submitted,  
L. G. Hyatt,  
Comm.



Pennington Gap Bk.  
vs 3 In lch.

H. C. Sloop et als.

Report of Comm  
of Col'n of pur-  
chase money.

Filed March 13<sup>d</sup> 1900  
A B Munsey Clerk




To the Honorable H.A.W.Skeen, Judge of the circuit court for L  
Lee county, Virginia:

By decree entered on the 13th day of March, 1900, in the  
chancery cause pending in said court entitled "Pennington Gap  
Bank vs. H.C.Slemp et als." the undersigned was appointed a spe-  
cial commissioner, and, as such, directed to make, execute and de-  
liver to the said H.C.Slemp certain real estate purchased by him  
under the proceedings of this cause.

Yours commissioner reports that he has made and executed said  
deed and herewith files the same for the inspection and approval  
of the court.

Very respectfully,

A handwritten signature in cursive script, appearing to read "L. D. Wyatt".

Special Commissioner.



Pennington Gap Bank  
vs  $\frac{1}{2}$  Lu Chy  
H.C. Slump et al

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Comr. R.T. Hyatt's  
Report of Deed  
to H.C. Slump.

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R Deed  
Book No. 29  
Page 273

Know all men by these presents that  
we W. N. H. Seamp and Moneray his wife  
of Turkey Cove Lee County Virginia have  
this Day sold to Henry L. Seamp of  
the county and State aforesaid, one  
piece or tract of Land, containing five  
acres more or less and Deeded by  
John Selley to W. N. H. Seamp Known as  
the Catherine Tyler Lot joining the  
land now owned by H. L. Seamp and  
Bought of J. P. and Eliza Borron and  
~~one~~ other tract of Land containing  
five acres more or less Known as  
the Eliza Borron's lot of land lying  
between Paik Borron's land and Robert  
W. Orr's land on the North side of the  
Wagon road and part of another tract  
of land Known as the Wilson  
land and also another tract or parcel  
near the grove yard which come  
out of W. N. H. Borron's Deed land which  
was bought by W. N. H. Seamp of H. L. Seamp  
admirer of Lewis H. Seamp including about  
thirty five acres more or less of the  
~~two~~ last pieces of land mentioned  
beginning at a stake or corner of W. N.  
H. Seamp and Robt W. Orr at Wagon road  
about one hundred yds North E. of  
Paik Borron's Born and running  
with the wagon road on its North  
side to Paik Borron's grove yard lot of  
land and with lines thereof as it



meanders to the wagon road and with  
come to a corner or stake north of the  
Bridge where its belt across the wagon  
road thence with the fence as it  
meanders northwesterly to a stake  
between Robert W Morris and the said  
W. N. S. Seamp's land thence a westwor-  
dly direction on the line that divides  
a westwesterly direction on the line  
that divides the said W. N. S. Seamp's and  
Robert Morris land to a stake on top of  
at the west end of a road fence on top of the ridge  
Ridge to a stake thence northwesterly  
with the line of said Robert Morris  
and W. N. S. Seamp supposed to be about  
One hundred yards to a stake in  
said line the object of this stake in  
said line is to start at a point so  
as to run a fence on top of the Ridge  
to Robert Morris and W. N. S. Seamp's corner  
near where there is an old chimney  
on top of the Ridge and make fence  
on top of the Ridge between the top stakes  
the line of the ~~two~~ last mentioned  
tracts thence from the stake or corner  
on top of the Ridge near the old chimney  
with Robert Morris line of the mine  
or ten acres tract to the Beginning  
with all its appurtenances at the price  
of thirty Dollars per acre and seventy  
five Dollars extra money as a bonus  
to be paid as follows seventeen  
head of Cattle down at the price of



1 Two hundred & Twelve Dollars and  
2 five hundred Dollars cash down the  
3 remainder to be paid by the first day  
4 of October next the said Tracts of Land  
5 is to be surveyed by Peter Wolf or  
6 some other good, efficient surveyor  
7 at an early date say within thirty  
8 Days or sooner than the said W.N.G.  
9 Seamp and Maneroy his wife is to convey  
10 by Deed, with covenances of general  
11 warranty all the above described  
12 tracts of Land to the said Henry L Seamp  
13 free from all incumbrances what  
14 soever and the said W.N.G. Seamp  
15 in consideration of the twenty five  
16 Dollars bonus herein mentioned  
17 is to have the land surveyed at his  
18 own expense and whenever the land  
19 is surveyed and calculations made  
20 and Deed executed as herein recited  
21 free from all incumbrances & then  
22 the said Henry L Seamp is to execute  
23 his note for the amount unpaid with  
24 interest from date of this obligation  
25 it is understood that the said W.N.  
26 G. Seamp and Maneroy his wife retains  
27 a lien on said lands in their Deed  
28 for the last payment or note herein  
29 mentioned of plences or money it is  
30 further understood that W.N.G. Seamp  
31 and Henry L Seamp is to go equal  
32 parts in holding a partnership



1 fence on top of the ridge herein agreed  
2 on it is also agreed that the fence  
3 on the north side of the second piece  
4 of land herein mentioned is to be  
5 set down on the line to the corner  
6 of the three Beeches and the said  
7 Henry L Sleep is to furnish an equal  
8 quantity of Rails and the parties herein  
9 mentioned to make a partnership  
10 fence on the north side of the second  
11 lot herein mentioned and each party  
12 to be there respected parts in keeping  
13 those two lines of fences herein men-  
14 tioned up and the said Henry L Sleep  
15 is to have possession of the several  
16 tracts herein mentioned with all  
17 their appurtenances from date of this  
18 obligation it is also understood  
19 that a Public road for the benefit  
20 of the heirs of John W Sleep Deceased  
21 is hereby reserved and counted out  
22 of the lot first mentioned in this  
23 obligation. Witness our hands and  
24 seals this the 2<sup>nd</sup> Day of February 1893.

25 W. W. Sleep Seal

26 Minerva Sleep Seal

27 Henry L Sleep Seal

28 It is hereby understood that a change  
29 is to made at the Beginning of the Snow  
30 last passes that where the corner  
31 is at least of Park Borrons Born  
32



1 it to begin on the South side of road  
2 road oposit the place herein men-  
3 tioned & then Running Crossing the  
4 road to a corner of the grove yard  
5 Sott.

6 H. L. Sleep  
7 Witness M. N. S. Sleep  
8 H. P. Sleep

9  
10 Virginia Lee County to wit;

11 I John Riddle a Justice of the Peace  
12 for the said County aforesaid in the State  
13 of Virginia do certify that W. N. S. Sleep  
14 and Minerva Sleep his whose names  
15 are signed to the writing above boring  
16 date February 2nd 1893. have acknowledged  
17 the same before me in my County  
18 aforesaid. Given under my hand  
19 this the 19th Day of May 1893—

20 John Riddle J. P.

21  
22 Virginia Lee County to wit;

23 In the office of the clerk of the  
24 said County May 27th 1893 this Deed was  
25 presented and together with the Certif-  
26 icate thereto annexed, admitted to  
27 record.

28 Teste: J. R. Gibson Clerk.  
29 A Copy - Teste: D. V. L. Richmond Clerk  
30  
31  
32



W. N. S. Deerp wife  
To Copy Deed

Henry G. Deerp

Deed Book 29  
Page 273.

B

C. H. \$1.15



1 This Deed, made this the 2d Day of March  
2 1893 between W. N. G. Seamp and Minerva  
3 Seamp his wife parties of the first  
4 part and Henry L. Seamp party of the  
5 second part all of the county of Lee and  
6 State of Virginia. Witnesseth that the  
7 said W. N. G. Seamp and Minerva Seamp  
8 his wife for and in consideration  
9 of the sum of eleven hundred and  
10 eighty one Dollars and forty cents. paid  
11 and to be paid as follows: Seven hun-  
12 dred and twelve Dollars part thereof  
13 in hand paid at and before the sealing  
14 and delivery of these presents the re-  
15 ceipt whereof is hereby acknowledged  
16 and four hundred and sixty nine  
17 Dollars and forty cents the residue of  
18 said sum to be paid on the first  
19 day of October 1893 for which the said  
20 Henry L. Seamp has execute his bond  
21 bearing Date on the 2nd Day of February  
22 1893 with interest from date do hereby  
23 grant bargain sell and convey to the  
24 said Henry L. Seamp and his heirs  
25 and assigns forever all of the three  
26 following described tracts or parcels  
27 of Land lying and being in the  
28 Turkey Cove in Lee County Virginia  
29 The first of said tracts of Land is  
30 the same which was conveyed  
31 to the said W. N. G. Seamp by William  
32 Wilson and wife by attorney in



1 fact G. H. Wilson and the said Perry  
2 Swamp and is bounded as follows  
3 to wit: Beginning at a Beech a corner  
4 to J. K. P. Borron's land, and with a  
5 line thereof S  $51\frac{3}{4}$  E 260 feet to a stake  
6 in the middle of wagon road thence  
7 with road and lines of Hilley Land N  $36\frac{1}{4}$   
8 E 132 feet N  $11\frac{3}{4}$  E 502 feet to a stake on  
9 East edge of road thence continuing  
10 with road N 81 W 272 feet N 55 W 73  
11 feet N  $28\frac{1}{2}$  W 211 feet to a stake thence  
12 leaving road and with a line of land  
13 added to Robert Orr from Gale Swamp  
14 S  $23\frac{3}{4}$  W 294 feet to a stake 8 feet North  
15 of a Locust and at the end of a Rock  
16 fence thence with Orr line S  $39\frac{1}{4}$  W 450  
17 feet N  $52\frac{1}{2}$  W 258 feet thence leaving Orr  
18 line and with a near fence S  $40\frac{1}{4}$  W 477  
19 feet to a sugar tree S  $46\frac{1}{2}$  W 383 feet  
20 to a stake at the end of a rock fence  
21 thence with line of Orr and said  
22 Swamp from Wilson S  $52\frac{1}{4}$  E 1063 feet to  
23 a stake on the south side of road  
24 and on a line of said Borron's land  
25 and with lines of same N 41 E 117 feet N 26  
26 E 594 feet to a Locust N  $4\frac{3}{4}$  E 363 feet  
27 to the Beginning. Containing 28 acres  
28 more or less. The second of said  
29 tracts of Land is known as the land  
30 of the heirs of W. N. S. Borron Jr and  
31 is bounded as follows to wit:  
32 Beginning at a stake at E. corner



1 of Lot No 13 and on the original line  
2 of old Deed and being 2 lot from said  
3 saguaro, S 50 E 7 feet thence with  
4 old line N 45 1/4 E 233 feet to a stake  
5 with 2 Buckles marked as pointers  
6 and being from them N 25 1/2 E 20  
7 feet and S 70 E 18 1/2 feet thence with  
8 Old line S 50 1/4 E 862 feet to a sugartree  
9 on the South edge of road and near  
10 a Barn thence S 60 1/2 W 250 feet to a stake  
11 on the North edge of road and corner  
12 to Lot No 13 and with line of same  
13 N 50 1/4 W 800 feet to the Beginning conta-  
14 ining 4 29/100 Acres more or less!

15 The Third of said Tracts of Land  
16 is the same conveyed by John Wiley  
17 to W. N. H. Deane and is known as the  
18 Catherine Tyler land and is bounded  
19 as follows to wit Beginning at the N.E.  
20 Corner of Lot No 11 and on the old  
21 line with a Red But Pointer about  
22 8 feet E of said Stake and on the old  
23 line thence with said line N 45 1/4  
24 E 316 feet to a stake corner to Lot  
25 No 13 and with a line thereof S 50 E  
26 597 feet to a stake 4 poles W of a  
27 sugartree S 54 1/4 W 168 feet to a cedar  
28 S 46 1/4 E 331 feet to a Sugar tree on the  
29 North side of Road and with same  
30 S 35 W 124 feet to a stake and near to  
31 Lot No 11 and with a line of same N 50 1/4  
32 W 828 feet to the Beginning containing



1  $4\frac{97}{100}$  acres more or less. Within this  
2 last lot is a road way and not in-  
3 cluded within this conveyance and is  
4 to be 20 feet wide, and the E. line of said  
5 road is to be as follows: Beginning at  
6 a sugar tree on the North edge of the  
7 same called for above three at  $46\frac{1}{4}$   
8 N 231 feet to a cedar the above des-  
9 cribed at  $53\frac{1}{2}$  N 243 feet at 50 N 228  
10 feet at 86 N 128 feet to a stake upon  
11 the North line of lot and 58 feet E of  
12 the N. W. corner of the above lot and  
13 the West lines of said road are to  
14 be parallel and 20 feet from the  
15 above line containing  $38\frac{1}{100}$  acres to be  
16 counted out of the above surveyed  
17 to be paid for  $4\frac{59}{100}$  acres. The said  
18 three tracts of land aggregating 36  
19 and  $88\frac{1}{100}$  acres more or less. Together  
20 with all the appurtenances to the  
21 said land belonging or in any  
22 wise appertaining. To have and  
23 to hold the said three tracts of  
24 land with their appurtenances  
25 aforesaid unto the said Henry L  
26 Seamp his heirs and assigns forever  
27 And the said W. N. G. Seamp and Minerva  
28 Seamp his wife covenant with the  
29 said Henry L Seamp that they have  
30 the right to convey said three  
31 tracts of land to the said Henry  
32 L Seamp: That the said Henry L Seamp



1 shall have quiet possession of said  
2 three tracts of Land; that three tracts  
3 of Land, are free from all encumbrances: and that they the said W. N. G.  
4 Sloop and Minerva Sloop his wife  
5 will, warrant generally the said  
6 three tracts of Land hereby conveyed  
7 And it is understood that the said  
8 W. N. G. Sloop and Minerva Sloop his  
9 wife expressly reserve herein one  
10 half of the timber on the third and  
11 last mentioned tract of Land, being  
12 the same amount of timber which  
13 John Gilley reserved in his conveyance  
14 to the said W. N. G. Sloop. And it is  
15 also understood and agreed, that the  
16 said W. N. G. Sloop and wife and the said  
17 Harry C. Sloop shall make and keep  
18 up equally a partnership fence on the  
19 top of the ridge being on the north  
20 line of the first of said tracts of Land  
21 and also shall make and keep up equ-  
22 ally a partnership fence on the north  
23 side of the second of said tracts of  
24 Land: And the said W. N. G. Sloop and  
25 Minerva Sloop his wife, expressly  
26 reserve to themselves the vendors  
27 lien on the said three tracts of Land  
28 hereby conveyed to secure the pay-  
29 ment of the deferred purchase money  
30 Witness the following signatures  
31 and seals the day and year first



1 above written.

2 \* W. N. S. Seump *(Seal)*  
3 Minerva A. D. Seump *(Seal)*  
4

5 County of Lee to wit:

6 I John Riddle a Justice of the  
7 peace for the County aforesaid in the  
8 State of Virginia do certify that W. N. S.  
9 Seump and Minerva Seump his wife whose  
10 names are signed to the writing above  
11 bearing Date on the 20<sup>th</sup> Day of March 1893  
12 have acknowledged the same before  
13 me in my County aforesaid.  
14 Given under my hand this the 19<sup>th</sup>  
15 day of May 1893.

16 John Riddle J. P.

17 Virginia Lee County to wit:

18 I in the office of the clerk of the  
19 said County ~~May~~ 27<sup>th</sup> 1893 this Deed  
20 was presented and together with  
21 the certificate the same annexed was  
22 admitted to record.

23 Teste J. R. Gibson C. C.

24 A Copy Teste: S. V. H. Richmond Clerk  
25  
26

27  
28  
29  
30  
31  
32  
W. N. S. Seump  
Minerva A. D. Seump  
John Riddle  
J. R. Gibson  
S. V. H. Richmond

"10"

10  
J. H.



R. Deed Book  
No 23-  
Page 377

This Deed made this the 29th day of Septm  
1888 by and Between Wm N. S. Slump and  
Minerva Slump his wife of the County of Lee  
and State of Virginia of the first part and  
Elbert Flanory of the County and State  
aforesaid of the second part Witnesseth  
that whereas the said Wm N. S. Slump  
is indebted to James M. Flanory of the  
County of Wise in the State of Virginia  
in the sum of Sixteen hundred  
(\$1600) Dollars with interest thereon  
from the 29th Day of September 1888 and  
is to become due and payable on  
the first Day of January 1890 and  
evidenced by a note bearing <sup>own</sup> date with  
this Deed. And the said Wm N. S. Slump  
and Minerva his wife being ~~willing~~  
to secure the payment of said note  
have in consideration of the premises  
aforesaid as well as in consideration  
of the sum of one Dollar, cash in hand paid  
the receipt of which is hereby acknow-  
ledged, the said Wm N. S. Slump and  
Minerva his wife have this Day barg-  
ained and sold and by these presents  
do grant bargain sell and convey  
with Covenants of general warranty  
unto the said Elbert Flanory all that  
certain tract or parcel of Land situated  
lying and being in Turkey Cove Lee  
County Virginia containing sixty acres  
be the same more or less with being




1 Composed of two parcels of Land adjoining  
2 each other one of which was purchased  
3 by the said Sleep from S. A. Wilson and  
4 the other was purchased by him  
5 from the heirs of Joseph Sleep deceased  
6 and is a part of the Wm. N. S. Borron home  
7 place and is bounded as follows to wit:  
8 "Beginning" at a stake in a line of  
9 J. W. Sleep land and also a corner of  
10 R. W. Orr's land and with said Sleep  
11 line to a stake in another line of  
12 the said R. W. Orr's land and with  
13 lines of the same to a small Locust  
14 in a line of the land owned by W. N. S.  
15 Borron at the time of his death and  
16 with a line of the same and said  
17 Orr's line to the main road and  
18 with said road to a stake corner to  
19 the lot assigned to the heirs of Joseph  
20 Borron Deceased in the position of the  
21 land of the said Wm. N. S. Borron deceased  
22 and with a line of the same and said  
23 road to a line of the land of J. W. P. Borron  
24 then with his lines around the grave  
25 yard back to the road and with the  
26 same to R. W. Orr's line (of his wood land  
27 fence) and with the same to the Begin-  
28 ning To have and to hold to him  
29 the said Elbert Fleury and his heirs  
30 forever. In trust Nevertheless to secure  
31 the full and complete payment to the  
32 said James M. Fleury of said sum of

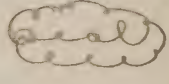


1 Sixteen hundred (\$1600.) Dollars above  
2 named, and such interest as shall  
3 accumulate thereon and the expenses of  
4 drawing and recording this Deed and  
5 such Commissions as such trustee  
6 shall be entitled to under this Deed  
7 in accordance with the laws of Vir-  
8 ginia And should the said Wm W. G. Sump  
9 pay to the said James M. Flanery said  
10 sum of sixteen hundred dollars together  
11 with its interest and for drawing  
12 and recording this Deed  
13 on or by the first day of January 1890  
14 then it shall be the Duty of said  
15 Trustee to release this Deed and the  
16 Trust herein created But should  
17 he fail to pay the same together with  
18 its interest and the expense of draw-  
19 ing and recording this Deed on or  
20 by said first Day of January 1890 then  
21 it shall be the duty of said Trustee  
22 as soon thereafter as he shall be  
23 requested so to do by the said James M.  
24 Flanery his heirs Executors or admin-  
25 istrators to sell said tract of land  
26 or enough thereof to pay and discharge  
27 the same said sale shall be made  
28 at the Court house door of Lee County  
29 on a Court Day to the highest bidder  
30 for cash in hand and out of the pro-  
31 ceeds of said sale said Trustee will  
32 first pay the costs of drawing and



1 according this Deed, he will next pay  
2 to himself commissions for his trouble  
3 as provided in section 2442 Code of  
4 Virginia edition 1887 he will then  
5 pay to James M. Flanery the amount of  
6 his debt principal and interest or  
7 such part thereof as may on the  
8 day of sale remain unpaid, he will  
9 then pay any residue that may rem-  
10 ain in his hands to the said Wm. N. S.  
11 Semp. But before selling said Trustee  
12 will advertise the time terms and  
13 place of sale for at least 20 Days before  
14 day of sale by posting written or  
15 printed notices thereof at three or  
16 more public places in said County  
17 one of which shall be on court house  
18 door in Jonesville and two others in  
19 the neighborhood where said land is  
20 situated. And the said Wm. N. S. Semp  
21 and Minerva his wife, covenant to and  
22 with the said Elbert Flanery that they  
23 are lawfully seized of said land that  
24 they have right to convey the same  
25 that it is free from incumbrances  
26 and that they will forever warrant  
27 and defend the title to the same  
28 against the lawful claim or claims of  
29 all persons whomever. Witnesses the  
30 following signatures and seals this  
31 the day and date first above written.

Wm. N. S. Semp 

Minerva Semp 



1 State of Virginia } to wit:  
2 County of Wise }

3 I W. S. Brewer a Notary Public  
4 for the county aforesaid, in the State of  
5 Virginia, do certify that Wm N. G. Sump  
6 whose names is signed to the writing  
7 above bearing date on 28th Day of September  
8 1888 acknowledged the same before me  
9 in the county aforesaid. Given under  
10 my hand this 28th day of September 1888.

11 W S Brewer Notary  
12 Public

13 Virginia Lee } to wit:  
14 County }

15 I John Riddle a Justice of the  
16 Peace in and for Lee County in the State  
17 aforesaid do certify that Minerva Sump  
18 wife of W. N. G. Sump whose names are  
19 signed to the annexed Deed bearing  
20 date on the 28th Day of September 1888  
21 acknowledged the same before me  
22 in my county aforesaid. Given under  
23 my hand this the 2nd day of October 1888.

24 John Riddle J.P.

25 Virginia Lee County Court, clerk's office  
26 Octr 3rd 1888. The foregoing Deed, dated  
27 Sept 28th 1888 between Wm N G. Sump wife  
28 of the one part and Elbert Flanary of the  
29 other part all of Lee County Virginia, was  
30 today filed in this office and is admitted  
31 to record upon the certificate thereon.

32 Teste John B. Gibson clerk  
A Copy - Teste: D. W. Richmond clerk



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W. N. S. Semp's wife

To } Copy Deed

Elbert Flannery

Deed Book 23

Page 277

"D"

#  
C. F. 125



This Deed made this the 3<sup>rd</sup> Day of  
October 1892 by and Between W. H. S.  
Seamp of Lee Co Va party of the first  
part and C. M. Seamp of Lee Co Va party of  
the second part: Witnesseth that for  
and in consideration of two hundred  
+ fifty Dollars in hand paid and  
the party of the second part agreeing  
to pay and assuming ~~a~~ <sup>a</sup> certain  
Deed of Trust given to Jas. M. Flanery  
by said first party on said tract  
of Land. The amt remaining unpaid  
amounts to Three hundred + twenty  
five Dollars last March which <sup>aid</sup> deed  
of Trust is on record at Jonesville  
Va and made a part of this agreement  
The party of the first part bargains  
sells and conveys to the party of the  
second part the following described  
tract of Land to wit: a certain tract  
of Land lying and being in Lee County  
Va containing about 30 acres more  
or less adjoining the lands of Frank  
+ R. L. Seamp on the West and North H. C.  
Seamp on the South and R. W. Orr on East  
Being lands Deeded to said Seamp  
by G. A. Wilson and his wife Mary  
Wilson and G. A. Wilson atty for  
W. J. Wilson and Susan Wilson his  
wife Recorded at Jonesville Lee Co Va  
in Deed Book 22 Page 402.  
To have and to hold unto the said



1 party of the second part his heirs and  
2 assigns forever with rights of general  
3 Warranty. Given under my hand and  
4 seal this the 23<sup>rd</sup> Day of November 1892.

W. N. S. Seamp *(Seal)*

6 State of Va }  
7 County of Wise }

8 J. W. Forsaley a Notary Public  
9 for the County of Wise State of Va do certify  
10 that W N S Seamp whose name is signed  
11 to the foregoing Deed bearing date Oct 3<sup>rd</sup>  
12 1892 acknowledged the same before me  
13 to be his act and Deed. Given under  
14 my hand this the 23<sup>rd</sup> Day of November 1892.

Wm J. Forsaley

A. P.

17 Virginia Lee County to wit:

18 In the office of the clerk  
19 of the said county the 25<sup>th</sup> Day of Nov 1892  
20 this Deed was presented and together  
21 with the certificate thereto annexed  
22 was admitted to record.

Teste: D. V. F. Richmond

*(Seal)*  
Clerk

25 A Copy Teste: D. V. F. Richmond Clerk



W. N. S. Semp  
Lo } Copy Deeds

C. M. Semp  
R. Deed Book No  
29 Page 463

"E"

Examined

C. J. 40



Virginia

at a circuit court continued and  
held for Lee County at the Courthouse  
thereof on Friday June the 15<sup>th</sup> 1894

W. S. Hurst

Plff

vs

W. R. S. Slump, C. Slump & M. D. Collier Dft

In Debt

This day came the parties by their attor-  
neys, and the plaintiff demurred to the de-  
fendants plea in abatement filed at  
rules which demurrer was sustained, and  
the defendants filed their plea in writing  
to which the plaintiff replied generally, and  
thereupon the defendants filed their bill  
asking for a discovery of the dealings  
between the plaintiff, and the said defend-  
ants to which the plaintiff filed his ans-  
wer, and by agreement of parties a jury is  
waived, and by like agreement of parties  
it is considered by the Court that the plain-  
tiff recover against the defendants for  
\$792<sup>00</sup> with legal interest thereon from  
the 15<sup>th</sup> day of June 1894 till paid, and it is  
further considered by the Court that the  
defendants recover against the plaintiff  
their costs about their defence in this  
behalf expended except an attorneys fee in  
the bill of discovery.

A copy Teste A. B. Munsey Clerk



W S Hurst  
Copy of Judgment  
W H S Dempster

"J"

28



Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Monday June the 11<sup>th</sup> 1894  
Powells Valley Bank

Plffs

vs

W. N. G. Slump, C. Slump & C. E. Flanary Defts

In Debt

This day came the parties by their attorneys and thereupon the plaintiff by its attorney demurred to the defendants W. N. G. Slump's plea in abatement filed at rules in which the defendants joined, and said demurrer being argued is sustained. To which action of the court in sustaining the demurrer to said plea the said defendants excepted and tendered his bill of exceptions which was signed sealed by the court, and made apart of the records in the cause. And no further plea being offered by said defendant and none by the other defendants: It is considered by the court that the plaintiffs recover against the defendants \$874<sup>00</sup>, Eight hundred and seventy four dollars and legal interest thereon from the 31<sup>st</sup> day of August 1893 till paid and the costs. And on motion of W. N. G. Slump who suggests that he feels aggrieved by the judgment of the court on his said plea in abatement



and intends to appeal therefrom it is ordered that the execution of this judgment be and is hereby suspended for sixty days upon the said defendant executing bond before the clerk of this court in the sum of \$2500 <sup>00</sup> conditioned according to law

Powell Valley Bank  
Copy of Judgment  
W. H. G. Hempstead

"K"

11



List of Liens on the Land sold by  
N. N. G. Slump to H. C. Slump.

|     |                                                                                                                                                                                                                                                                                                            |     |    |     |    |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|-----|----|
| "1" | Deed of trust to Albert Flanary, trustee for the benefit of J. M. Flanary. Deed dated and acknowledged Sept. 28, 1888, and recorded Oct. 3, 1888. Bal. due as of June 4, 1894,                                                                                                                             | 331 | 71 | 331 | 71 |
| "2" | Judgment in favor of John Barron (Col.) vs. J. P. Barron, N. N. G. Slump and C. M. Slump - Obtained Oct. 15, 1892, for - - - - -<br>Int. from July 9, 1892, to June 4, 1894,<br>Costs, - - - - -                                                                                                           | 90  | 31 | 10  | 31 |
|     |                                                                                                                                                                                                                                                                                                            | 13  | 80 | 114 | 42 |
| "3" | Judgment in favor of Goodloe Bros. vs. J. P. Barron and N. N. G. Slump - Obtained Mar. 10, 1893, for - - -<br>Int. from July 3, 1892, to June 4, 1894,<br>Costs, - - - - -                                                                                                                                 | 357 | 75 | 40  | 50 |
|     |                                                                                                                                                                                                                                                                                                            | 10  | 27 | 402 | 52 |
| "3" | Judgment in favor of Henry Graham vs. N. N. G. Slump - Obtained March 15, 1893, for - - - - -<br>Int. from Apr. 1, 1890, to June 4, 1894,<br>Costs, - - - - -                                                                                                                                              | 82  | 60 | 20  | 64 |
|     |                                                                                                                                                                                                                                                                                                            | 8   | 92 | 112 | 16 |
|     |                                                                                                                                                                                                                                                                                                            |     |    | 960 | 81 |
| "A" | Judgment in favor of J. F. Necessary vs. N. N. G. Slump and J. P. Barron - Obtained June 15, 1893, for - - -<br>Int. from Mar. 19, 1892, to Mar. 29, '92,<br>Costs, - - - - -<br>Amt. due Mar. 29, '92,<br>Cr. Mar. 29, 1892,<br>Bal. due Mar. 29, 1892,<br>Int. on same from Mar. 29, '92, to June 4 '94, | 378 | 00 | 1   | 89 |
|     |                                                                                                                                                                                                                                                                                                            | 10  | 41 | 390 | 30 |
|     |                                                                                                                                                                                                                                                                                                            | 159 | 00 | 231 | 30 |
|     |                                                                                                                                                                                                                                                                                                            | 30  | 25 | 261 | 55 |
|     |                                                                                                                                                                                                                                                                                                            |     |    | 261 | 55 |



List of Liens  
"L."

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A List of Liens, with their Priorities,  
on the land sold and Conveyed by  
W. N. G. Slump to H. C. Slump

|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                            |                  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|------------------|
| "A." | Judgment in favor of C. Wade<br>vs. W. N. G. Slump and John Barker for<br>\$116 <sup>00</sup> , with interest on \$90 <sup>00</sup> , part there<br>of, from the 9 <sup>th</sup> day of Oct. 1888; and on the<br>residue thereof, \$26 <sup>00</sup> from Oct 9 <sup>th</sup> , 1889,<br>till paid, and the costs \$10.28. Subject<br>to Credit of Check on Bank of Big Stone<br>Gap, which was paid Oct. 29, 1892,<br>Balance due last date,<br>Interest on \$91.15 from Oct 29 '92, to Nov. 1, '93; | #91 15-<br>16 43                                           | 107 58<br>38 51  |
| "B." | Deed of Trust to Elbert Flanary for<br>the benefit of J. M. Flanary; dated and<br>acknowledged Sept. 28, 1888; Subject<br>to various credits shown on copy<br>of note filed with J. M. Flanary's<br>deposition. Balance due Feb. 27 <sup>th</sup> 1893,<br>the date of the last credit,<br>Interest on same to Nov. 1, 1893;                                                                                                                                                                          | #308 15-<br>49 50                                          | 357 65-          |
| "C." | Judgment in favor of John Barron<br>vs. J. P. Barron and W. N. G. Slump, dated<br>25 Apr. '93, for \$103.91, with interest from<br>Jan. 11, '93, till paid, and \$2 <sup>00</sup> costs. Sub-<br>ject to Cr. \$23.45; paid Jan. 21, '93, and<br>\$80 paid Apr. 30, 1893, Bal. due last date,<br>Interest on same to Nov. 1, 1893;                                                                                                                                                                     | 3 85-<br>57                                                | 4 42             |
| "D." | Judgment in favor of Goodloe Bros.<br>against J. P. Barron and W. N. G. Slump,<br>dated March 10 <sup>th</sup> '93, with interest on<br>same from July 3, '92,<br>Interest on same to Nov. 1 <sup>st</sup> 1893;<br>Costs at law,                                                                                                                                                                                                                                                                     | 357 75-<br>70 21<br>10 27                                  | 432 23           |
| "D." | Judgment in favor of Henry Graham<br>vs. W. N. G. Slump, with interest on<br>same from Apr. 1 <sup>st</sup> 1890, <del>\$82.60</del> ,<br>Interest to Mar. 19, '94,<br>Amt. due Mar. 19, '94,<br>Cr. Mar 19, '94,<br>Bal. due Mar 19, '94,<br>Int. on same to Nov. 1, 1893;<br>costs at law,<br>Amt. forward,                                                                                                                                                                                         | #82 60<br>16 72<br>99 32<br>30 00<br>69 32<br>6 72<br>8 92 | 84 96<br>#986 84 |



Amt brot forward

#986 84

"S" "  
C.

Note of Henry C. Slump to W. N. G.  
Slump, due Oct. 1<sup>st</sup> 1893, with interest  
from Feb 2, 1893, [The Pennington  
Gap Bank subrogated to the rights  
of W. N. G. Slump in this note],

469 40

Interest on same to Nov. 1, 1893,

77 45 546 85

Total amt. of liens on this land, Nov. 1, '93

#1533 69

A List of Liens, with  
their Priorities, on the  
Land sold & conveyed  
by W. N. G. Slump to  
H. C. Slump.

"S" "  
C.

#1533.69.



A List of Liens, with their Priorities, on the tract of land conveyed by N. N. G. Slump to C. M. Slump, which Deed was acknowledged on the 23, and recorded on the 25 day of Nov. 1893.

|     |                                                                                                                                                   |     |    |      |    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|------|----|
| "1" | Bal. on judgment in favor of C. Wade, as reported in list "8," herewith filed, [said judgment marked "A" in said list], - - - - -                 | 107 | 58 | 107  | 58 |
| "2" | Deed of trust in favor of J. M. Flannery, marked "B," in said list "8," - - - - -                                                                 | 357 | 65 | 357  | 65 |
| "3" | Bal. on judgment in favor of John Barrow & N. N. G. Slump, marked "C," in said list "8," - - - - -                                                | 4   | 42 | 4    | 42 |
| "4" | Judgment in favor of Goodloe Bros. vs. J. P. Barrow and N. N. G. Slump, marked "D" in said list "8," - - - - -                                    | 432 | 23 | 432  | 23 |
| "4" | Bal. on judgment in favor of Henry Graham vs. N. N. G. Slump, marked "D" also in said list "8," - - - - -                                         | 84  | 96 | 84   | 96 |
| "5" | Judgment in favor of J. F. Necessary vs. J. P. Barrow and N. N. G. Slump, dated June 15, 1893, with interest on same Mar 19 <sup>th</sup> , '92,  | 378 | 00 |      |    |
|     | Int. on same to Mar 29, 10 days,                                                                                                                  |     | 63 |      |    |
|     | Am't due Mar. 29, '92,                                                                                                                            | 378 | 63 |      |    |
|     | Cr. same Mar. 29, '92,                                                                                                                            | 159 | 00 |      |    |
|     | Bal. due Mar 29, '92,                                                                                                                             | 219 | 63 |      |    |
|     | Int. on same to Nov. 1, 1895-                                                                                                                     | 47  | 29 |      |    |
|     | Costs at law,                                                                                                                                     | 10  | 41 |      |    |
|     | Am't. due Nov. 1, 1895;                                                                                                                           | 277 | 33 | 277  | 33 |
| "5" | Judgment in favor of J. A. Jasser vs. N. N. G. Slump & J. P. Barrow, dated June 15 <sup>th</sup> , 1893, with interest on same from Oct. 7, 1892, | 228 | 00 |      |    |
|     | Int. on same to Nov 1 <sup>st</sup> , 1893;                                                                                                       | 41  | 95 |      |    |
|     | Costs at law,                                                                                                                                     | 8   | 04 | 277  | 99 |
|     |                                                                                                                                                   |     |    |      |    |
| "6" | Judgment in favor of L. D. Ward vs. S. L. Ward and N. N. G. Slump, dated Nov. term 1893, with interest from Dec. 13, 1894,                        | 184 | 70 |      |    |
|     | Cr. \$81.50, Sep 12, 1891, and \$20, May 26, '93, and interest on both credits Dec 13, '94                                                        | 119 | 24 |      |    |
|     | Bal. due Dec. 13, '94,                                                                                                                            | 65  | 46 |      |    |
|     | Int. on same to Nov. 1, 1895;                                                                                                                     | 3   | 47 | 68   | 93 |
|     | Am't. forward,                                                                                                                                    |     |    | 1611 | 09 |



To this sum brot forward,  
costs at law in case of L. D. Ward vs.  
S. L. Ward & N. N. G. Slump, as shown on  
opposite side,

1611 09 1611 09

9 59

Judgment in favor of Morgan &  
Anderson vs N. N. G. Slump, &  
~~Slump and C. E. Flannery~~, dated  
Dec. 21, 1893, with interest on  
same from Aug. 18, 1893,  
Int. on same to Nov. 1, 1895;  
Cost on same

30 31

3 99

75

35 05

Judgment in favor of Jas. Perming-  
ton vs N. N. G. Slump and M. D.  
Collier, for \$739.22, with interest  
July 31, 1890, till paid, Subject  
to the following credits: \$21, May  
4, 1891; \$100, June 6, '92; \$338.17,  
Sept 17, '94; Bal. due last date,  
Int. on same to Feb. 18, '95-

457 93

11 44

469 37

234 68

234 69

9 77

244 46

Amt. due this date;

Cr. by Release to M. D. Collier,

Bal. due Feb. 18, 95;

Int. to Nov. 1, 1895-

[The costs on the above judgment was  
paid out of sale of land].

Judgment in favor of W. S. Hurst vs  
N. N. G. Slump, C. Slump, and M. D.  
Collier, dated June term 1894, with  
from June 15, 1894,

792 00

65 42

857 42

Int. on same to Nov. 1, 1895;

Amt. due Nov. 1, 1895;

Cr. as of Nov. 1, 1895; by Amt. of M. D.  
Collier's assumption for which C. Slump  
releases the said N. N. G. Slump,

264 42

593 00

593 00

Bal. due as of Nov. 1, 1895-

[C. Slump having paid this judgment  
is substituted to the lien of W. S. Hurst]

Judgment in favor of Powell's Valley  
Bank vs N. N. G. Slump, C. Slump and  
C. E. Flannery, dated June term 1894,  
with interest from Aug 31, 1893,

874 00

113 62

9 56

997 18

Int. on same to Nov. 1, '95-

costs at law,

This amt. forward,

3490 37

[C. Slump and C. E. Flannery having  
paid off the claims of the Bank in the  
above judgment is substituted to  
its rights]

This judgment is fully paid  
with mtd Cr. M. N. G. Slump  
Mar 31 1896 J. A. Permington



|      |                                                                                                                                                                                                                                        |                          |        |  |         |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|--|---------|
|      | To this sum <u>bröt forward,</u>                                                                                                                                                                                                       |                          |        |  | 3490 37 |
| "10" | Judgment in favor of Sallie Smith<br>vs. W. N. G. Slump and C. Slump, dated<br>Aug 20 '94 with int. Jan 1. '92,<br>Int. to Nov. 1 1895;<br>costs at law,                                                                               | 174 96<br>40 24<br>10 86 | 226 06 |  |         |
|      | [C. Slump having paid the above<br>is entitled to <u>substitution</u> ].                                                                                                                                                               |                          |        |  |         |
| "11" | Judgment in favor Mary C. Ward vs.<br>W. N. G. Slump, J. M. Ward, sureties of<br>L. D. Ward, Admr &c, dated Nov. term<br>1894, with interest from Nov. 7, 1894,<br>Int to Nov. 1, '95;<br>cost at law,                                 | 176 79<br>10 55<br>1 29  | 188 63 |  |         |
| "11" | Judgment in favor of M. N. Reese<br>vs. W. N. G. Slump and J. M. Ward, secu-<br>ties of L. D. Ward, Admr &c, dated<br>November term 1894, with interest<br>from Nov 7, 1894,<br>Int. from Nov 7, '94, to Nov 1, 1895-<br>costs at law, | 173 13<br>10 21<br>36 91 | 219 25 |  |         |
| "11" | Judgment in favor of W. J. H. Ward's Est.<br>vs. L. D. Ward, W. J. H. Ward, J. M. Ward,<br>and W. N. G. Slump, dated Nov. term,<br>1894, with interest from Nov. 7, 94,<br>Int. on same to Nov. 1, 1895;<br>costs at law,              | 215 04<br>13 69<br>1 28  | 230 01 |  |         |
| "11" | Judgment in favor of J. G. Reason, Admr.<br>&c vs. W. N. G. Slump & H. C. S. Reason,<br>dated Nov. term 1894, with interest<br>from Apr 15, 1894,<br>Int on same to Nov. 1, 1895-<br>costs at law,                                     | 143 00<br>13 34<br>8 56  | 164 90 |  |         |
| "12" | Judgment in favor of Wm Jaynes vs<br>W. N. G. Slump and J. A. G. Hyatt, dated<br>Feb. 26, 95, with interest from Dec. 16,<br>1890,<br>Int. on same to Nov 1, 1895;<br>costs on same<br>This sum forward,                               | 100 00<br>29 25<br>2 05  | 131 30 |  | 4650 52 |



To this sum bro't forward,

4650 52

"13"

Judgment in favor of Wm Jayne  
vs. W. N. G. Slump, C. Slump and  
J. A. G. Hyatt, dated Mar. term,  
1895; with interest from Dec. 14,  
1889,

Int. on same to Nov. 1, 1895;  
costs at law, \_\_\_\_\_

Total Liens on this tract as of Nov. 1, '95,

500 00

176 41

9 26 685 67

\$5336 19

List of Liens, with their  
Priorities on the tract  
of land conveyed by  
W. N. G. Slump to C. W.  
Slump.

"13"

\$5336.19.



A List of Liens directly affecting the 32-acre track of Land conveyed by the heirs of John W. Slump to R. C. and Frank S. Slump.

|     |                                                                                                                                                                                                                                                                                                                        |        |           |        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|--------|
| "1" | R. C., Annie B., Minnie Lee, F. S. and Jennie Slump, infant children and heirs at law of Jennie Slump, deceased wife of W. N. G. Slump, for money paid from the estate of their dead mother, and invested by W. N. G. Slump, their guardian in the 32-acre track, interest thereon from Jan. 1, 1892 to Nov. 1st 1895; | 504 00 | 115 92    | 619 92 |
| "2" | Judgment in favor of W. S. Hurst vs. W. N. G. Slump, C. Slump and M. D. Collier, dated June term '94, to which C. Slump is entitled to substitution to the extent of, - - - - -                                                                                                                                        | 593 00 |           | 593 00 |
| "2" | Judgment in favor of Powell's Valley Bank vs. W. N. G. Slump, and C. Slump and C. E. Phary, his sureties, June term, 1894, with interest from Aug 31, '93, interest on same to Nov. 1, 1895; costs at law;                                                                                                             | 874 00 | 113 62    | 997 18 |
| "2" | To costs of Chancery suit instituted by W. S. Hurst vs. W. N. G. Slump, M. D. Collier and C. Slump on the 2nd above judgment, which costs were paid by C. Slump,                                                                                                                                                       | 21 00  |           | 21 00  |
|     | Total sum preferred Liens on this track,                                                                                                                                                                                                                                                                               |        | \$2231 10 |        |

The three last items in this statement obtained their priorities on the 32-acre track of land, by reason of the filing in the Clerk's office of the County Court of Lee County, a proper memorandum under section 2460, Code of 1887.



A List of <sup>Lands</sup> Affecting  
the 32-acre tract con-  
veyed by the heirs of  
John W. Slump to  
R. C. and F. B. Slump.

"U."



This Deed made this the 1<sup>st</sup> day  
of November 1889, Between Hugh P  
Slump and Emily Slump his wife  
John A. G. Hyatt and Eliza A. Hyatt  
(ne Eliza A. Slump) his wife John  
H. Collier and Susan V. Collier  
his wife nee Susan V. Slump, John  
L. Hall and Joannah Hall his wife  
nee Joannah Slump Chadwell W.  
Slump and Mollie J. Slump his  
wife Wm. A. G. Slump & Minerva  
Slump his wife of the first part  
and B. C. Slump and Frank S.  
Slump children of Wm. A. G. Slump  
of the second part. Witnesseth  
that the parties of the first part for  
and in consideration of Deed this  
day executed to them by said  
Wm. A. G. Slump and his wife for  
their interest in the lots of land  
laid off to them out of the home  
farm belonging to John H. Slump at the  
time of his death and their interest  
in the land belonging to Clarinda  
J. Slump his wife at the time of  
her death lying south of the main  
road as well as one dollar to  
them in hand paid by the parties



of the second part the receipt  
whereof is hereby acknowledged the  
said parties of the first part doth  
by these presents convey with cov-  
nants of general warranty to R. C.  
& Frank S. Stemp the following  
tract of land being a part of the  
home place including the mansion  
house and a part of the Wilson  
land, and bounded as follows  
Beginning at a white oak corner  
to C. M. Stemp's land S  $52^{\circ}$  W  $8$  poles  
& 15 links to a white oak N  $23\frac{1}{2}^{\circ}$  W  $24$   
poles & 15 links to the east side  
of a white oak stump N  $35\frac{1}{2}^{\circ}$  W  $16$   
poles to a set Stone N  $48\frac{1}{2}^{\circ}$  E  $94$  poles  
& 20 links to a set Stone in R. W.  
Orr's line & with the same S  $54^{\circ}$  E  $6$   
poles to a set Stone S  $22\frac{1}{2}^{\circ}$  W  $48$  poles  
to a Stake S  $29^{\circ}$  W  $24\frac{1}{2}$  poles to a  
Stake S  $50^{\circ}$  E  $66$  poles to pointers in  
the old John Stemp line, S  $44\frac{3}{4}^{\circ}$   
W  $36\frac{1}{2}$  poles to a set Stone, corner  
to C. M. Stemp's lot and with his  
lines N  $57^{\circ}$  W  $2$  poles to a stake in the  
road N  $22\frac{1}{2}^{\circ}$  W  $14\frac{1}{2}$  poles to a stake  
in said road N  $1^{\circ}$  W  $14$  poles & 20 links



to set Stone in the road N 32°  
W 24 poles + 20 links to the Beginning  
Containing by survey 32 A + P holes  
be the same with all its appurtenan-  
ces reserving a road way as now  
established through said land.  
Witness the following signatures <sup>(and)</sup>  
seals, this date, above written

John A. S. Hyatt Seal  
C. M. Slump Seal Eliza A. Hyatt seal  
Mollie J. Slump Seal H. P. Slump Seal  
W. M. S. Slump Seal Emily <sup>her</sup> Slump Seal  
Minerva Slump Seal John H. Collier Seal  
Susan V. Collier Seal  
J. L. Hall Seal  
Joannah Hall Seal

Virginia Lee County to Wit:

I, J. A. S. Hyatt clerk of the circuit  
court for County & State aforesaid do  
hereby certify that Hugh A. Slump  
<sup>(and)</sup> Emily Slump his wife J. A. S. Hyatt  
& Eliza A. Hyatt his wife John H.  
Collier & Susan V. Collier his wife  
John Hall and Joannah Hall his  
wife and Charles M. Slump and  
Mollie J. Slump his wife W. M. S.  
Slump & Minerva Slump whose  
names are signed to the foregoing



Deed each personally appeared be-  
 fore me and acknowledged said  
 writing to be their joint act and  
 deed for the purposes therein sta-  
 ted. Sworn under my hand this  
 2<sup>nd</sup> Day of Nov. 1889.  
 J. A. Hyatt clerk.

Virginia Lee County Court  
 Clerk's Office Nov 19<sup>th</sup> 1889.

The foregoing Deed bearing date  
 Nov 1<sup>st</sup> 1889 between John A. S. Hyatt  
 and others of the first part, and  
 R. C. Slump & Frank S. Slump, chil-  
 dren of Mrs. S. G. Slump of the other  
 part, was this <sup>day</sup> filed in this  
 office and together with the for-  
 going certificate thereto attached  
 admitted to record.

Teste John P. Gibson  
 Clerk

A copy - Teste S. V. F. Richmond  
 Clerk

R. C. & Frank S. Slump

To { Deed from

R. C. Slump et al

Recorded in Deed

Book 17 p. 24

Page 367

S. V. F. Richmond

clerk

© 73 Paid

by C. Slump



C. Slump.

Big Stone Gap, Va. 189-

417

Received of C. Slump this the  
24<sup>th</sup> day of January 1895. The  
sum of (\$82.2.12) Eight hundred and  
twenty two dollars and twelve cents  
it being the principal and interest  
of a judgment rendered on the  
15<sup>th</sup> day of June 1894 against  
Jm. N. W. Slump, M. D. Collier,  
and C. Slump for (\$794.) seven  
hundred and ninety four dollars,  
in favor of myself. Also (\$21) twenty  
one dollars it being the cost  
of a Chancery suit instituted  
against the aforesaid parties in  
the Circuit Court of Lee Co. Va.,  
for the collection of the aforesaid  
fragment. Total receipt \$843.12.

Given under my hand the day  
and date above written.

W. S. Hunt



"H. S. Hurst - Receipt"



# The Commonwealth of Virginia,

## To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of

late in your Bailiwick, you cause to be made \$ 116, with legal interest ~~thereon~~ from the day of October, 1897, till payment, which

lately in our Circuit Court of Lee County, has recovered against Shaw by suit for Debt  
Also, \$ 10.28, which to the said

in our Court were adjudged for Shaw costs in  
that behalf expended whereof the said Shaw and Barker

are convicted, as appears to us of record. And that you have the  
same before the Judge of our said Court at the Court House on the first Monday in June  
next, to render to the said Castleton Wade  
of the Debt and costs as aforesaid.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This 10th day of April 1897, in the 116 year of the Commonwealth.

J. A. G. Hyatt Clerk.

60 6.53  
1 1.00  
14 2.50  
Coto .25  
10.28



1841 First (1841)

1841

1841

1841

1841

1841

1841

1841

1841

1841



Received of L. Slump \$7.11 Seven  
dollars & eleven cents the amount of my  
fees in the law cause of Sallie Smith  
against W. N. G. Slump et al. this the 17th  
day of June 1895.

A. B. Munsey Clerk



W. B. Harvey

Oct 11

77-11

77-11

18

30

65

92

27

36

38

21



470.35  
479.45  
 949.80

Powells Valley Bank

Pay Indebt  
 } Jud. in b. b. t.

as  
 W. B. Slump B. Slump + B. E. Flanary Defts

Received of Col. B. Slump + Chas E Flanary their securities of W. B. Slump on the note for which said judgment was rendered the sum of nine Hundred and forty nine dollars and 80 cents which is payment in full of the principal interest and cost. \$470.35 was paid by B. E. Flanary Sept 27 1894 and \$479.45 was settled this day by B. Slump

Henry J. Mergens for  
 Powells Valley Bank

January 22 1895

707



"Powell's Valley Bank"  
"Receipt"



PENNINGTON BROS.  
ATTORNEYS-AT-LAW,

167  
32 vs. 33  
\$199.35

Jonesville Va.,  
Feb. 1<sup>st</sup> 1890

Received of C. Slump  
on the note & judgment  
which Sallie Smith has  
against him and W. N. G.  
Slump, two notes, one for  
one hundred and sixty  
seven dollars and the other  
for thirty-two & 35/100 dollars.  
Said note & judgment ~~was~~ was  
against C. Slump as surety  
of said W. N. G. Slump. \$2.50.  
of said last note is for  
att. fee in the case wherein  
judgment was obtained. The resi-  
due of said two notes is the principal  
and interest of said judgment to  
date.

E. W. Pennington



E. D. Princeton

To Receipt

\$199.35-

28#



H. B. Munsey, Clerk.

Office of

Circuit Court Lee County,

256.61 1/3

76983

76984

15597

92581

Jonesville, Va.,

35-1.46 2/3

105438

105440

2108189

12.65-

97 5- 18

95- 11 1

1-6-17

.06

.03

.003

.093

23.

8

31.

L

78.80

691

3.85-

.093

1155-

3465-

35805-

R. H. Sewell Atty

\$ 15-00

Lay

12.65-

Lay

out 9.26

L. M. Wade

78.80

Sub

6.91

85.71

John Barrow

4.42

Sub

.35-

4.77

Goodloe Bros.

\$ 172.27

74.34

.093

22302

66906

691362



Commonwealth of Virginia,

To the Sheriff of Lee County, Greeting:

We command you that of the goods and chattles of

*W. N. G. Slemp*

late of your bailwick you cause to be made \$ *82 <sup>60</sup>/<sub>100</sub>*, with legal interest thereon from the

*1st* day of *April* 1890, 'till payment, which *Henry Graham*

lately in our ~~county~~ *circuit* court of Lee county, has recovered against *him* suit for *debt*

also \$ *8.92 <sup>00</sup>/<sub>100</sub>*, which to the said *Graham* in our court were adjudged for

*his* costs in that behalf expended whereof the said *W. N. G. Slemp*

convicted as appears on record. And that you have the same before the Judge of our court at the court-house on the first Monday in *November* next to render to the said

*Henry Graham*

of the *debt* and costs as aforesaid. And have then there

this writ. Witness *A. B. Munsey* ~~S. V. E. Richmond~~, Clerk of our said court at the court-house, this the

*30th* day of *August* 1893, in the 118 year of the commonwealth.

*A. B. Munsey* Clerk.

C 479

S 50

A 250

cc 25-

mc 88

\$ 8.92



---

Henry Graham

US. FI-FA.

W. N. G. Slump

To 1st Nov Rules 1893

---

This Execution  
held up by Hender  
Graham for a new  
Execution this  
Feb'y the 19-1894  
L. M. Wade D. J. for  
C. E. Flannery  
J. L. C.



C. Sleep and C. E. Tilmony Petitioners  
vs

H. C. Sleep and the other defend-  
ants in the Chancery Cause of ~~W. S.~~  
W. S. Hurst, John A. G. Hyatt, and  
A. G. Hyatt, private bankers doing  
business under the name and  
style of Remington Gap Bank,  
vs H. C. Sleep et al, defendants  
In Chancery.

Memorandum.

Whereas C. Sleep and C. E. Tilmony  
have filed their petition in the  
Chancery cause of W. S. Hurst  
John A. G. Hyatt, and A. G. Hyatt,  
private bankers doing business  
under the name and style of  
Remington Gap Bank against  
H. C. Sleep et al, now pending  
in the Circuit Court for Lee  
County Virginia, the general  
object of which is to enforce  
a certain vendors lien therein  
named to the payment of a purchase  
money bond, ~~therein~~ to ascertain  
the several liens, existing against  
the lands of W. S. G. Sleep, and  
to subject said lands to the payment



Of the debts of the said W. N. G. Slemp  
therein set out, and to set aside  
the deed therein mentioned from  
W. N. G. Slemp to C. M. Slemp  
monked exhibit "E". Now, the  
object of the said petition filed  
in said cause by the said Co.  
Slemp and C. E. Flannery, is  
to have the plaintiffs in said  
suit to amend their bills so  
that the said C. Slemp and C. E.  
Flannery may be substituted  
to the rights of Henry J. Morgan  
and Isaac S. Anderson, late  
partners, and private lenders  
doing business under the  
name and title of Powell's  
Valley Bank, the judgment  
creditor of the said W. N. G.  
Slemp, and in addition to the  
lands in said suit sought to be  
subjected to the payment of  
the debts of the said W. N. G.  
Slemp, to have the deed from  
W. N. G. Slemp and the other heirs  
of John W. Slemp dec'd, to H. C.  
Slemp and Frank S. Slemp set



aside, and the land therein  
described subjected to the same  
purpose, and that out of the  
proceeds of said lands they  
be paid the sum of  $\$949 \frac{86}{100}$   
with <sup>interest</sup> on  $\$470 \frac{25}{100}$  port thereof from  
September 27<sup>th</sup> 1894, and interest  
on  $\$479 \frac{45}{100}$  the residue thereof  
from January 22<sup>nd</sup> 1895 till  
paid, the amount they paid  
the said Rawlles Valley Bank  
for the said W. H. G. Slemp.

The lands sought to be reached  
by this memorandum, are as fol-  
lows: First, The Tract of land  
Containing 30 acres more or less  
lying in Lee County Virginia, and  
fully described in a deed dated  
October 3<sup>rd</sup> 1892. from W. H. G. Slemp  
to C. M. Slemp, recorded in the  
Clerk's Office of the Lee County  
Court, in deed book 29 page  
463, and a copy of which is filed  
in said suit - marked Exhibit "E".  
Second, A certain Tract of land  
Containing 32 acres and 97  
pales more or less, lying in Lee



Virginia Lee County to Wit.  
 In the Office of the Clerk  
 of said County the 7<sup>th</sup> day of March  
 1895 this <sup>Deed</sup> ~~Petition~~ was presented  
 and admitted to record <sup>by S. W. Richmond</sup>

County Virginia, and fully  
 described in a deed dated  
 November 1<sup>st</sup> 1889, from W.  
 H. G. Sleep and the other heirs  
 of John W. Sleep dead, to R.C.  
 Sleep and Frank S. Sleep,  
 recorded in the Clerk's Office  
 of the Lee County Court, in deed  
 book 24 page 367, and filed as  
 an exhibit in said petition  
 marked "D." The said petition  
 so far as this memorandum  
 is concerned is intended to  
 effect only the two Tracts  
 of land above described,  
 which the said W. H. G. Sleep  
 claims to have conveyed to  
 C. M. Sleep, and R. C. Sleep and  
 Frank S. Sleep, by the said  
 two deeds above mentioned

C. Sleep  
 C. E. Flanagan

B. H. Sewell atty.

Virginia Lee County to Wit -

In the Office of the Clerk of said  
 County the 8<sup>th</sup> Day of February  
 1895 this <sup>Deed</sup> ~~Petition~~ was presented and  
 admitted to record

Recorded  
 in Deed  
 Book 2703  
 Page 161

Examined  
 Recorded in Deed  
 Book 31 Page 213

Filed for record  
 Feb 8<sup>th</sup> 1895  
 S. W. T. Richmond  
 Clerk

Filed for record  
 March 7<sup>th</sup> 1895  
 S. W. T. Richmond  
 Clerk

C. Sleep R. C. E. Flanagan  
 as Co Defendants.  
 H. C. Sleep et al.



The Commonwealth of Virginia:-

To The Sheriff of ~~Lee~~ The County of Lee,  
Greeting:

We command you, That of The goods and chattels of W. N. G. Slump in your bailiwick, you cause to be made (\$82.60) Eighty-two dollars & sixty cents with interest at the rate of six per centum per annum from the 1<sup>st</sup> day of April 1890 until paid, which Henry Graham late in our Circuit Court of the County of Lee, has recovered against The said W. N. G. Slump, as well for a debt as interest Thereon; also (\$9.60) nine dollars and Sixty cents cents, which to the said in The same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said Slump convict as appears to us of record. And how you shall execute this writ make known at The rules to be holden in The Clerk's Office of our said Circuit court, on the 1<sup>st</sup> Monday in May next. And have then there This writ.

Witness, A. B. Munsey, Clerk of our said court, at The Court-house,



H.C. 4.79  
 S. .50  
 A. 2.50  
 M.C. 1.56  
 Co.C. 25-  
9.60

the 5<sup>th</sup> day of March 1894, and in  
 the 118<sup>th</sup> year of the Commonwealth.  
 A.B. Munsey, clerk.

Eudorsement.

Came to hand 5<sup>th</sup> day Mch 1894, at  
2 o'clock, P. M.

To 1<sup>st</sup> May Rules 1894  
 Circuit Court.

Levy.

Levied on by me one Bay Mare  
 10 years old & one Bay Colt 9  
 months the property of W. N. G.  
 Sleups to satisfy the within ex-  
 ecution this Aprile the 17-  
 1894.

L. M. Wade, D.S.

for C. E. Flannery,  
 S. L. C.

Credit.

Cr. the within execution by (\$30.00  
 Thirty dollars This March 19, 1894

A copy teste:

A.B. Munsey clerk



Henry Graham  
vs  $\frac{3}{4}$  F. La.  
W. N. Slemp.

Copy to prove  
Credit of \$30.00

---

Penn Gap Bank  
vs.  $\frac{3}{4}$  Chy-  
H. C. Slemp et al

Copy 25¢



—OFFICE OF—  
COOK'S PALACE,  
A. W. COOK, OWNER.

THE MOST MAGNIFICENT HOUSE KEPT IN SOUTHWEST VIRGINIA.

Jonesville, Va., ..... 189

J. M. Felman  
Robert Felman Trustee  
to M. Stump

John Barron (C)

Goodloe Bros

Henry Graham

J. F. McCreary  
Justice

Ball should be amended  
so as to make the above  
parties liable & the exception  
to the Report of Census Commissioner  
should be removed



37. 62 47  
 62 57.29  
 60 58 50  
 200 41 78  
 650 47 45  
 460 267.49

37  
 100  
 100  
 400  
 200

254. R.S. 20.80

600  
 100  
 62.5-  
 4.62

75-  
 75-

1.62  
 3.00

37-  
 75-

3.50  
 2212

2.00  
 1.20

3.00  
 1.50

3.50  
 1.50

1.50  
 1.20

99.73

18.50  
 108.00  
 24.  
 60  
1.92

193.92

48715  
 55397  
 1025  
 35-517  
 89-8815  
 441  
 48-297

116 Sleepers

Linnville 92.03  
 Rps 52 403.27  
 H.S. 508.13  
 R.H. 3040.2  
1298.38

403.27  
 193.22  
 209.33-  
 62.47  
146.88

2080.  
 57.29  
 78.09  
 110.00  
 100  
338.00



C. Slump Petitioner  
vs

H.C. Slump, and the other defend-  
ants in the Chancery cause  
of W.S. Hurst, John A. G. Hyatt,  
and A.G. Hyatt, private bankers  
doing business under the  
name and style of Pennington  
Gap Bank, vs H.C. Slump et al,  
deendants. In Chancery.

Memorandum.

Whereas C. Slump has filed his  
petition in the Chancery cause,  
of W.S. Hurst, John A. G. Hyatt,  
and A.G. Hyatt, private bankers  
doing business under the name  
and style of Pennington Gap Bank,  
against H.C. Slump et al, ~~as above~~  
stated, now pending in the Circuit  
Court for Lee County, Virginia,  
the general object of which  
is to ~~ascertain~~ a certain vendor  
lien therein named to the pay-  
ment of a purchase money bond,  
to ascertain the several <sup>and their priorities</sup> liens  
existing against the lands  
of W.A. G. Slump, and to subject  
said lands to the payment of



the debts of the said W. N. G. Slemp,  
therein set out,  
and to set aside the deed therein  
mentioned from W. N. G. Slemp to  
C. M. Slemp, marked exhibit "E".  
Now, the object of the <sup>said</sup> petition filed  
in said cause by the said C. Slemp,  
is to have the plaintiffs in said  
suit to annul their bills so that  
the said C. Slemp may be substituted  
to the rights of the said W. S. Hurst  
the judgment creditor of W. N. G.  
Slemp and M. D. Callier, and in  
addition to the lands in said  
suit sought to be subjected to  
the payment of the debts of the  
said W. N. G. Slemp, to have the  
deed from W. N. G. Slemp and the  
other heirs of John W. Slemp dec.,  
to M. C. Slemp, and Frank S. Slemp  
set aside, and the land therein  
described subjected to the same  
purpose, and that out of the proceeds  
of said lands he be paid the  
sum of \$873 <sup>12</sup>/<sub>100</sub> with interest from  
January 24<sup>th</sup> 1895 till paid. The  
amount he paid the said Hurst for  
said W. N. G. Slemp. The lands



sought to be reached by this memorandum is as follows: First, The tract of land containing 30 acres more or less, lying in Lee County Virginia, and fully described in a deed ~~dated~~ October 3<sup>rd</sup> 1892, from W. N. G. Sleuth to C. M. Sleuth, recorded in the Clerk's office of the Lee County Court in deed book 29 page 463, and a copy of which is filed in said suit, marked Exhibit "E". Second, A certain tract of land, containing 32 acres, and 97 poles, more or less, lying in Lee County Virginia, and fully described in a deed ~~from W. N. G. Sleuth~~ dated November 1<sup>st</sup> 1889, from W. N. G. Sleuth and the other heirs of John W. Sleuth dec'd, to H. C. Sleuth and Frank S. Sleuth, recorded in the ~~Lee Clerk's~~ office of the Lee County Court in deed book 24 page 367, and filed as an exhibit in said petition marked "D". The said petition so far as this memorandum is concerned is intended to effect <sup>only</sup> the two tracts of land above described.



which the said W. G. Slump  
claims to have conveyed to  
C. M. Slump, and R. C. Slump  
and Frank S. Slump by the  
said two deeds above  
mentioned.

W. G. Slump

B. H. Samuel atty.

Virginia Lee County to Wit:  
In the Office of the Clerk of  
said County the 8<sup>th</sup> Day of February  
1895 this Deed was presented and  
together with the certificate thereto  
annexed admitted to record

Teste: J. V. T. Richmond Clerk

C. Slump,

W. G. Slump.

W. G. Slump.

Recorded in Deed  
Book No. 31

Page 109

J. V. T. Richmond Clerk

Ex 125  
Recorded in Deed  
Book No 31 Page 109

Ex annex

Filed for record  
March 7<sup>th</sup> 1895

J. V. T. Richmond Clerk

Filed for record  
February 8<sup>th</sup> 1895

J. V. T. Richmond Clerk

Virginia Lee County to Wit:  
In the Office of the Clerk of said  
County the 7<sup>th</sup> Day March 1895 this  
Deed was presented and together  
with the certificate thereto annexed  
admitted to record

Teste: J. V. T. Richmond Clerk



You will notice that the content  
they allege mention in bill was  
made on the 20th day Feb'y  
but was not acknowledged  
until 19<sup>th</sup> May - and hence  
are records 27<sup>th</sup> March  
recorded. Judgment of  
Henderson Bro was granted on  
the 10<sup>th</sup> day March 1893 more  
than ~~10~~ days prior to their  
Recd. record was placed the  
Judgment was docketed  
as the Law directs and is  
therefore a prior Lien on the  
property mentioned in the bill  
See 76 Va page 802 77 Va 712 -



J. M. Necessary  
vs

H. A. G. Slemm & al  
judgment



VIRGINIA

No. 3

Big Stone Gap, Va.

Oct 21<sup>st</sup> 1891

# BANK OF BIG STONE GAP,

PAY TO

Bushington

AID.

Va.

OR ORDER,

Eighty  
one

Bank of Big Stone Gap,  
H. H. Bullitt, Cashier.

DOLLARS,

\$80.00

The Bradley & Gilbert Co., Print., Louisville, Ky.

OK



27th May  
L. 16. 11. 11  
D. 2. 2. 5  
S. 4. 11. 11





This Deed made and entered into this the 28<sup>th</sup>  
day of March 1893 by and between Eliza Bar-  
ron widow of the late W. N. G. Barron Jr. James  
P. Barron. Robert P. Barron. Sallie A. Bailey  
and Patrick W. Barron heirs at law and legal  
Representatives of W. N. G. Barron Jr Dec'd of  
Bigstone Gap Wise County Virginia parties  
of the first part and W. N. G. Slump of Lee  
County Virginia party of the second part  
Witnesseth: That for and in Consideration of  
the sum of Seven hundred and two dollars  
in hand paid the receipt of which is hereby  
acknowledged, the parties of the first part  
do grant bargain and sell and by these  
presents doth convey all their right title  
and interest in and to a certain tract or  
parcel of land known as lot #4 in the divis-  
ion of the land of W. N. G. Barron Sr Dec'd and  
Assigned to the widow and heirs of W. N. G. Barr-  
on Jr Dec'd containing eight acres, be the same  
more or less adjoining the lands of J. R. P. Barr-  
on, James Collier, John Gilly, and the lot as-  
signed to the heirs of Joseph E. Barron Dec'd in  
the division of lands of W. N. G. Barron Sr  
Dec'd. Also another tract or parcel of land  
known as lot #5 in the division of the lands  
of said W. N. G. Barron Sr Dec'd <sup>and assigned to the widow and heirs of W. N. G. Barron Jr Dec'd</sup> containing  
four acres more or less lying on the North  
side of the wagon road and bounded as  
follows, to wit: Beginning at a stake at  
North West Corner of lot #13 and on the  
original line of the said John Slump Dec'd



1 S 50 E 7 feet thence with the old line N 45  
2 1/4 E E 2 33 feet to a stake with two beeches  
3 marked as pointers land bearing from them  
4 N 25 E 20 and S 70 E 18 1/2 feet; thence with  
5 Corr's line S 50 1/4 E 86 2 feet to a sugar tree  
6 on the south edge of the road near a barn,  
7 thence S 60 1/2 W 250 feet to a stake on the north  
8 edge of the road and corner to Lot #3 and  
9 with the line of the same N 50 1/4 W 800  
10 feet to the beginning adjoining the lands of  
11 J. K. P. Barron, Robert Orr and the other  
12 lands of W. C. S. Sluysr to have and to hold  
13 to himself and heirs forever with covenants  
14 of general Warranty. Witness the following sig-  
15 natures and seals this the day and year  
16 first above written

her name  
17 Eliza X Barron Seal  
18 Jas. P. Barron Seal  
19 R. P. Barron Seal  
20 Sallie A. Bailey Seal

21 State of Virginia }  
22 County of Wise } to wit

23 I, S. C. Berryman a Notary Public  
24 in and for the County and State aforesaid do  
25 hereby Certify that Corisa J. Barron, James  
26 P. Barron, Sallie A. Bailey, and R. P. Barron  
27 whose names are signed to the foregoing  
28 deed bearing the date of March 28<sup>th</sup> 1893  
29 have acknowledged the same before me in  
30 the County aforesaid. Given under my hand  
31 this the 28<sup>th</sup> day of March 1893

32 S. C. Berryman  
Notary Public Wise Co. Va.



Virginia Lee County to wit:

In the office of the clerk of the said  
County the 30<sup>th</sup> day of March 1893, this deed  
was presented and together with the certifi-  
cate thereto annexed, admitted to record

Teste: John R. Gibson Clerk

A Copy - Teste: J. V. H. Richmond Clerk



W. A. G. Sluyp.

From Deed.  
Copy.

Eliza J. Bonnell.

c 50 paid



Acopy.

\$1600

on or before the first day of January, 1890. with interest from date I bind myself, heirs &c to pay James M. Flanary sixteen hundred dollars for value received and I hereby waive the benefit of my homestead exemption as to this debt: Witness my hand and seal Sept 28<sup>th</sup> 1888  
W. N. G. Slump (seal)

Attest W. K. Armstrong.

On the back of this note appears the following:—

Ord. the within note one hundred and fifty two dollars this 29<sup>th</sup> day Feb. 1893

Ord the within note one hundred and twenty four dollars this 21<sup>st</sup> day of Dec. 1889.

Ord. the within note one thousand and ninety six dollars this 11 day of Dec. 1890.

Ord The within note one hundred and fifty dollars this Feb. 6<sup>th</sup> day 1892

Ord. within note fifty dollars this 28<sup>th</sup> day of Mch. 1892.

A. Copy.



Barrington Gap  
Bands

vs.

H. C. Slump.

Copy of J. M. Flau-  
ary note. with  
its credits.

Filed with dep-  
osition of J. M.

Flauary-



To Mess J. P. Barrow, H. N. G. Slump,  
and C. M. Slump

Whereas a bond was executed by you  
to me, on the 11<sup>th</sup> day of January, 1893, in the penalty  
of \$207. 62 with a condition whereby after  
receiving that upon a judgment obtained by  
me before John Riddle a Justice of the Peace  
in and for Lin County, Virginia against the  
said J. P. Barrow and H. N. G. Slump, I had  
sued out a writ of fieri facias directed  
to M. H. Reason a constable for said County of  
Lin, by virtue whereof certain goods and  
chattels had been taken by said Reason con-  
stable of said County to satisfy the said ex-  
ecution, the amount whereof at the date  
of said bond including officers fees and  
commissions ~~of fees~~ was \$103. 81, it was  
provided that if the said J. P. Barrow and  
H. N. G. Slump should have the goods and  
chattels forthcoming on the day and at the  
place appointed for the sale thereof the said  
obligation should be void: and the said J. P.  
Barrow and H. N. G. Slump having failed  
to deliver the said goods and chattels ac-  
cording to the condition of the said bond  
or to pay the amount due on said execution  
Notice is hereby given to each of you that  
on the 25<sup>th</sup> day of April, 1893, at the residence  
of John Riddle in said County I shall receive



the said John Riddle or such other justice  
of the said county as may then be there to  
hear such motion to award execution  
upon the said bond in my behalf against  
you and each of you for principal & costs.

Dated this 27<sup>th</sup> day of March, 1893.

John Barron.

John Barron for the  
benefit of E. S. Flanagan  
vs

Motion  
on a North-  
Coming Bond

H. N. G. Slump, Jas. P. Barron (Attys)

C. M. Slump

23<sup>rd</sup> day of April, 1893 at the  
residence of John Riddle in Lin Co., Va.

Judgment That the  
~~of said~~ Plaintiffs recover of  
the Defendants \$207.62 to be discharg-  
ed by the payment of \$103.81 with in-  
terest thereon from the 17<sup>th</sup> day of  
January, 1893, till paid, subject to a  
credit of \$23.45 as of January, 1893  
and \$2.00 costs.

John Riddle J.P.

Virginia, Lin County, to wit:

To Mr. H. Reason Constable of  
said County:

I command you in the name  
of the Commonwealth of Virginia

80  
23  
119



"No surety to be taken"

that of the goods & chattels of  
James P. Barron, W. H. S. Slush  
and Co. W. Slush in your dis-  
trict you cause to be made the  
sum of \$207.62 the penalty of a  
forthcoming bond to be discharged  
on the payment of \$103.81 with interest  
thereon from the 11th day of January,  
1893 till paid, but subject to  
credit of \$23.45 as of January,  
11th 1893 which John Barron for  
the benefit of E. S. Flannery has  
recovered before me on a motion  
on a forthcoming bond plus the  
sum of \$22<sup>00</sup> which were adjudged  
to the said John Barron for the ben-  
efit of E. S. Flannery for prosecuting  
on said motion. Given under  
my hand this ~~this~~ the 25<sup>th</sup> day of  
April, 1893.

John Riddle J. C.



Apr 30 day 1893  
by check \$80.00

John Barron

Motion on  
vs } Forthcoming Bond

J. P. Barron et al

Executed by delivering  
copy of the within to  
J. P. Barron W. N. J. Kempf  
and C. M. Kempf this  
15 day of April 1893  
M. H. Reesor C. L. & C.

Bul due to  
1893 \$4.42

Execution Received 4 O'clock P. M.  
April 25 day 1893

M. H. Reesor C. L. & C.



## CONVENTION OF THE NATIONAL SILVER PARTY,

Held in St. Louis, Mo., July 22d, 23d, 24th, 1896.

Remarks of Mr. WILLIAM P. ST. JOHN of New York, upon his taking office as  
Permanent Chairman of the Convention.

### GENTLEMEN OF THE CONVENTION :

The skill and efficiency of your labors in the past have been rewarded by the adoption of your demand for legislation by two great organizations of the people, namely : The Democracy and the People's Party. If now you are able to induce a coalition of these two organizations for the one purpose, the desired achievement on behalf of the people will ensue.

Assuming then that you will prevail upon those patriots calling themselves the People's Party to endorse the nomination of Bryan and Sewall, it is advisable to warrant the desirability of the end in view.

It is among the first principles in finance that the value of each dollar, expressed in prices, depends upon the total number of dollars in circulation. The plane of prices is high when the number of dollars in circulation is great in proportion to the number of things to be exchanged by means of dollars, and low when the dollars are proportionately few. The plane of prices at present and for some time past is and has been ruinously low. The increase of our population at about two millions a year, scattered over our immense territory, calls for increasing exchanges



and thereby demands an increasing number of dollars in circulation. The increase in the number of dollars when dollars are confined to gold is not sufficiently rapid to meet the growth of our exchanges. The consequence is a growing value of dollars, or a diminishing value of everything else expressed in dollars: which is to say a tendency toward constantly declining prices.

The fountain-head of our prosperity has run dry. Our farmers all over the country have endured the depression in prices, until they get about \$8 or \$9 an acre for an expenditure of \$10 per acre, and the like. Their credit is exhausted at their country stores. The country store ceases to order from the city merchant, the city merchant reduces his demand upon the manufacturer. Manufactures are curtailed. The consequence is that employes and all elements of labor are being discharged, and wages are lowered to those who continue in employment. The sufferings of the farmers, who constitute nearly one-half our population, is thus enforced upon the city merchant, the manufacturer and all forms of labor. These combined elements constitute the overwhelming majority of voters. Their intelligent conclusion will be felt when expressed at the polls.

The banker also is without prosperity unless prosperity is general throughout the United States. He must learn to distinguish between cheap money and money commanding a low rate of interest. The dollar worth two bushels of wheat is a dear dollar, and yet it commands interest in Wall Street at present of but two per cent. per annum on call. If the dollar can be cheapened by increasing the number of dollars, so that each dollar will buy less wheat, the increasing price of wheat will increase the demand for dollars to invest in its production. Then the borrower of dollars to invest in the production of wheat, being reasonably sure of a profit from that employment of the money, can afford to pay interest for its use as a part of his profit. In other words, interest is a share of the profit

on the employment of money. So that abundant money, money readily obtainable, which is to say really cheap money, is the money which commands a high rate of interest, as a share of the profit of the borrower in using it.

As we appeal to the country, in the justice of our cause, one or two points of common inquiry must be satisfied as follows:

The experience of Mexico is held up for our alarm. We answer, first, that Mexico is conspicuously prosperous at home. Her increase in manufactures, railway earnings and the like in recent years is phenomenal. Second. Mexico is no criterion for the United States, for the reason that she has a foreign trade indebtedness of about \$20,000,000 annually in excess of the value of her exports of cotton, sugar, coffee, hides and the like, which must be paid for in the surplus product of her mines. Her silver therefore goes abroad as merchandise and at a valuation fixed by the outside world. The United States on the other hand is a nation of seventy millions of people, scattered over a territory seventeen times the area of France. A single one of our railway systems, the Erie, exceeds the aggregate railway mileage of all Mexico. We offer an employment for money to an aggregate greater than the world's spare silver will furnish us. Hence, our silver money, at home and abroad, will be valued as the money of the United States.

The opposition threatens us with a flood of Europe's silver upon our reopened mints. We answer, Europe has no silver but her silver money. Her silver money values silver at from three cents to seven cents on the dollar higher than ours. Hence the European merchant or banker must sacrifice from three to seven per cent. of his full legal-tender money in order to recoin it at our mints. Europe's silverware, like America's silverware, carries in it the additional value of labor and the manufacturer's profit.



They threaten us with a flood of silver from the far East. We answer that the course of silver is invariably Eastward and never toward the West. British India is a perpetual sink of silver, absorbing it, never to return, by from thirty to sixty million dollars worth every year. And India's absorption of silver will be enlarged by the steadiness of price for silver fixed by our reopened mints.

They threaten us with a "sudden retirement of \$600,000,000 gold with the accompanying panic, causing contraction and commercial disaster unparalleled." We answer that our total stock of gold, other than about \$10,000,000 or \$15,000,000 circulating on the Pacific Coast, is already in retirement. Practically all our gold is in the United States Treasury or held by banks. The gold in the Treasury will remain there, if the Secretary avails of his option to redeem United States notes in silver. The gold in the banks constitutes the quiet and undisturbed portion of their reserves against their liabilities. It will continue to do money duty as such reserves after free coinage for silver is enacted. Hence a premium on it will not contract the currency. The utmost possible contraction of the currency will be the few millions circulating on the Pacific Coast, and this will be retired but slowly.

A similar threat of a flight of gold was made for the Bland Act of 1878. President Hayes was urged to veto it, but Congress passed it over the veto. Instead of a flight of gold as had been predicted, we gained by importation \$4,000,000 the first year, \$70,000,000 the next and \$90,000,000 the third year. During the twelve years that the Act was on the statute book we gained \$221,000,000 of foreign gold. Instead of the destruction of our credit abroad, as had been predicted, the United States four per cent. loan, which stood at 101 on the day of the enactment, sold at 120 per cent. within three years, and at 130 per cent. subsequently. Instead of defeating the resumption of specie payments on January

first of the following year, the 24,000,000 silver dollars which were coined in 1878 and circulated by means of the silver certificates, reduced the demand upon the Government for gold. Hence the threat of disaster now is without historic foundation.

This then, is what will follow the reopening of our mints to silver: The gold already in the Treasury will remain there, if common sense dictates the Treasury management, that is if the Treasury exercises its option to redeem United States notes in silver. A premium on gold will not occasion a contraction of the currency, bank hoards of gold continuing to serve as a portion of bank reserves against their liabilities. A premium on gold will tend to increase our exports by causing a higher rate of foreign exchange, that is to say by yielding a larger net return in dollars on the sale of bills of exchange drawn against goods exported. Such premium will tend to diminish our imports by increasing the cost of bills of exchange with which to pay for goods imported.

The tendency of increasing our exports and decreasing our imports will be, *first*, to set our spindles running, swell the number of paid operatives, increase their wages, thereby adding to the number and paying capacity of consumers, and thus enlarge our home market for all home products and manufactures, with prosperity in general as the result assured.

The tendency of increasing our exports and decreasing our imports will be, *second*, to establish a credit balance of trade for the United States. A credit balance of trade means that Europe has become our debtor and must settle with us in money. Europe's silver money is overvalued in her gold, compared with ours, by from three to seven cents on the dollar. The European merchant or banker will therefore make his trade settlements with us in gold, more profitably by from three to seven per cent. than in his silver. With the instant that European trade settlements with the United States are



made in gold, parity for our gold and silver money is established in the markets of the world.

Therewith, the 371.25 grains of pure silver in our silver dollar and the 23.22 grains of gold in our gold dollar become of exactly equal worth, as bullion, in New York.

#### NATIONAL COMMITTEE of the NATIONAL SILVER PARTY.

St. Louis, Mo. July 24th, 1896.

##### To the American People:

Inasmuch as it has been charged upon the National Silver Party assembled in St. Louis, that we are a convention of repudiators, revolutionists, and anarchists, we submit the following to the candid judgment of the people.

In our delegation are 4 veterans of our Mexican War, 49 ex-Confederates, and 196 Union Army Veterans of the late war. Of the 731 delegates attending, 9 are Prohibitionists, 49 are Populists, 146 are Democrats, and 526 are Republicans.

Under this composition of the Convention we appeal to all true patriots, without regard to previous party affiliation, to vote for Hon. William J. Bryan, for President and Hon. Arthur Sewall, for Vice-President of the United States. A result of their election will be the restoration of free coinage for silver on equal terms with gold: providing thereby a growing volume of money, which will tend to disseminate rather than to aggregate wealth, which

will relieve the present profound depression and replace it with a wide prosperity.

We urge you to unite upon this ticket, as your sole hope of escape from the rigors of a grinding gold-monopoly.

Ours is a poor man's campaign. We therefore call for contributions toward legitimate expenses, the same to be sent to William P. St. John, Treasurer, at 2 East 23d St., New York City. Contributions of \$1. or more will be regularly acknowledged.

Charles D. Lane, of California, Chairman.

R. H. Walker, Alabama; Geo. W. Baker, California; I. N. Stevens, Colorado; Alex. Troupe, Connecticut; G. G. Harvey, Florida; C. Thornton, Georgia; G. M. Emerick, Illinois; Anson Wolcott, Indiana; Amos Stockel, Iowa; R. W. Turner, Kansas; J. P. Hendrick, Kentucky; C. E. Darby, Maryland; E. B. Newhall, Massachusetts; E. E. Jarvis, Michigan; Jas. H. Griffin, Minnesota; C. W. Bolton, Mississippi; M. F. Doud, Missouri; C. G. Bradshaw, Montana; G. L. Laws, Nebraska; Thos. Wrenn, Nevada; S. W. Reese, New Jersey; Wm. P. St. John, New York; B. F. Keith, N. Carolina; W. H. Standish, N. Dakota; H. T. Niles, Ohio; E. Hafer, Oregon; R. E. Difenderfer, Pennsylvania; J. W. Bowden, S. Carolina; Harry Sawyer, S. Dakota; E. C. McDowell, Tennessee; F. Kehler, Texas; Richard McIntosh, Utah; Jos. Battell, Vermont; Alex. J. Wedderburn, Virginia; Geo. W. Thompson, Washington; Isaac C. Ralphsnyder, W. Virginia; Rublee A. Cole, Wisconsin; W. J. White, Arizona; M. M. Edmonson, Ind. Territory; C. J. Hillyer, District of Columbia; Richard Lewis, Alaska.



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Acct Bond

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Lay - 9.26  
 Wade 85.71  
 Barron 4.77  
 Goodloe B

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517.19 / 172.2700 (333 99.74)

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Big Stone Gap, Va., April 28th 1894.

Hon. A. M. Goins,

Jonesville, Va.

Dear Sir:-

In the matter of account now pending before you, in the case of the Bank of Penington's Gap Vs. H. C. Slemp et als., we refer you to the following authorities in support of the judgment lien of Goodloe Bros. Vs. W. N. C. Slemp et als., it being a subsisting lien against the land in the hands of a subsequent purchaser. Sec. 3567 of the Code, gives the judgment creditor a lien on all the Real Estate of, or to which the judgment debtor is, or becomes possessed or entitled, at or after the date of such judgment, or if the judgment was rendered in Court at or after the commencement of the Term at which it was so rendered.

Sec. 2463, 2464 and 2465 make contracts with reference to the sale and conveyance of Real Estate, or for a term more than five years when in writing void as to subsisting purchaser, as for valuable consideration and without notice as to creditors (whether they have notice or not) absolutely void, unless duly admitted to record; and absolutely void if such contract is not in writing. Observe that Sec. 2463 is a new addition to the Statute law of this state, as it existed prior to the adoption of the Code 1st of May 1888. Prior to that time where a party had purchased land has paid the whole of the purchase money, if the contract was not in writing the party thus acquiring a full and complete equitable title held



No.2.

Big Stone Gap, Va.,

it against all parties whether creditors or subsequent purchasers of ~~and from~~ the vendor; as decided in 28 Grat. page 401. But this section awards the law in that particular and make such contracts if not in writing absolutely void.

You will observe from the language of the Statute, that a deed or contract for the sale of land is absolutely void as to creditors of the vendor until and except it is duly admitted to record. In case of Slater et als. V. Moore et als. 86 Va. Page 26. It is decided that a deed is void as against creditors "Until and except from the time at which it is duly admitted to record", and it is only deeds recorded in sixty days (under Code of 1887 <sup>32467</sup> 20 days) from their date of acknowledgement that, upon recordation relate back and are valid as to the date of acknowledgement. If grantee or third party must suffer from the grantor's fraud, the grantee, who ~~put it~~ put it in the grantor's power to commit the fraud, must bear the consequence.

See 2d Grat. Page 183. In regard to the Joell Necessary judgment against W. N. G. Slomp et als., which lien dates from the first Monday in June 1893, we will contend that this is a valid and subsisting lien on and should be enforced against the interest the grantor had in the vendor's lien reserved in the face of the deed. And also that a lien of the execution issued on the judgment is a subsisting lien on the vendor's lien. And as all the parties will be before the Court, this lien of the execution should have prefer-



Lin & Parody -

Barton L. P. 1839

Code 835.87

---



No. 3.

Big Stone Gap, Va.,

erence over the rights of the Bank of Penington's Gap.

You will observe that there are two kinds of liens, ~~ered~~ created by Statute arising out of a lien by execution; one is that upon property capable of being levied on, the other is that upon property not capable of being levied on. The latter lien that we contend should have priority over the rights of the Penington's Gap Bank in this connection we will contend that a vendor's lien is such an interest in the property of Real Estate as cannot be attached and subjected under a judgment lien. See Black on Judgments, Page 537. See Bartons Chancery Practice, Vol. 2, page 874. As to property effected by a judgment lien; See 2 Bartons Chancery Practice, page 888-89-90-91 and 92.

As to the lien of an execution; see Bartons Law Practice pages 839, 843, 844. 1261, 1263 Punroy's Equity.

You will ~~xxx~~ observe that, in the event we hold the opinion that a vendor's lien is personalty, we wish to claim it under the lien of the execution; in the event that you consider it an interest in land, such as the lien of a judgment will attach, we claim it under the judgment lien. The se authorities cited we think fully sustains either view.

Respectfully submitted,

Mathews & Maynor.



Brief of Counsel  
for

J. F. Necessary

~~for~~

Michigan

1001



Pennington Exp. Bank

vs.

In Chancery

H. C. Slump. et al.

The Plaintiff, excepts to the Report of Commissioner. A. M. Goins filed in this cause for the following reasons.

1<sup>st</sup> Because, the Commissioner, fails to report as a lien, on the land in the bill and proceedings mentioned sold by W. H. Slump, to H. C. Slump, the sum of \$469<sup>40</sup> evidenced by exhibit A. filed with the bill, and for which a lien was expressly retained in the deed of said W. H. Slump & wife to H. C. Slump, see 24.6" filed with bill.

This sum is certainly a lien ~~of the~~ Trust of land described in said deed. And said Commissioner should have reported it, and should have fixed its priority along with the other liens, reported by him.

2. Because said Commissioner should have reported said sum of money as a first lien on the land sold by said W. H. Slump to said H. C. Slump. Because  
1<sup>st</sup> The evidence in the case very clearly shows that H. C. Slump, had full knowledge of the existence of said the deed of Trust



of James M. Flanory, at and before the  
2nd day of February 1893, the date of  
his purchase, had full knowledge of  
the existence of said deed of Trust.  
2<sup>nd</sup> Said deed of Trust embraces another  
Tract or parcel of land containing about  
30 acres, which the Commissioner as-  
certains to be worth \$900.<sup>00</sup> and is an  
adequate and sufficient to pay <sup>off said</sup> deed of Trust

- 3 This lien should have been given prior  
ity over the judgment of Hopdope Bros.  
Because said judgment was not obtained  
until about the 10<sup>th</sup> day of March 1893  
some 6 weeks after the sale by said W. L.  
Slump to the said H. C. Slump, which was  
made on the 2 day of February 1893,  
possession was delivered on that day  
a written contract then and there  
delivered, and which said Defendant  
Slump failed to have recorded as he  
should have done, had said written  
contract, been recorded ~~the other~~ <sup>the other</sup> him  
after its delivery no judgment lien  
would have attached. The failure to  
record it is the fault of the Deft. and  
if any person must suffer by it he  
is the man. The loss cannot be im-  
posed on an innocent purchaser



- of the note.
- 4<sup>th</sup> The several judgments here reported are liens upon all the land owned by W. A. G. Slump. While the note is only a lien on the land sold to H. C. Slump. The other lands held by the said W. A. G. must be first subjected to the payment of said judgment before the judgment creditors can go upon this land upon which the Plaintiff alone has a lien.
- 5 The Court, used in reporting the Patrick Barron interest in the 4<sup>th</sup> 9/10 as a lien or defect in said title, Slump knew the condition of the title to this lot. He has not been excited, But this matter is now at rest, as since the said Patrick Barron has arrived at 21 years of age he has conveyed his interest in said land his deed for the same is here filed marked (Dud)
- 6 The John Barron judgment has been paid.
- 7 \$30 has been paid on the Graham judgment.

Duncan & Hyatt for  
Punnett & Co. Bankers



P. Gap Banks

vs 3 Experiments

H.C. Scurry et al



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slemp, W. N. G. Slemp  
C. M. Slemp, J. M. Flanary, Albert S. Flanary  
Trustee, John Barron, John M. Goodloe, W. T.  
Goodloe, & Edward Goodloe Merchants Trading  
under the firm name & style of Goodloe Bros  
J. H. Graham Executor of Henry Graham dead  
J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan  
& J. S. Anderson, private bankers doing business  
under the firm name of Powell's Valley Bank  
L. S. Ward, S. L. Ward, C. E. Flanary, C. Slemp  
W. S. Hurst, M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *16<sup>th</sup>* Monday in *September*, 189*4* to  
*an amended*  
answer <sup>A</sup> bill in Chancery, exhibited against *Them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt  
private bankers doing business under the  
firm name & style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31<sup>st</sup>* day of *July* 189*4*, and in the *119<sup>th</sup>*  
year of the Commonwealth.

*A. B. Munsey* Clerk.



Pennington Gap Bank

us.

**SUBPENA  
IN CHANCERY.**

H. C. Slumb et al

*Duncan & Hyatt* p. 9.

To 1st September Rules,

*Circuit Court.*

Recorded Aug 28<sup>th</sup> 1998  
Delivering a true office copy  
of the within survey to R. E.  
Stump W.C.E. Stump & S.  
Planary J. H. Graham R. M.  
Or. R. E. Planary R. Stump  
W.C.E. Street } This day the  
28<sup>th</sup> 1998 L.M. Wade D.S.  
for R. E. Planary } S.L.

Further executed Aug<sup>th</sup> 29. 1894 - by delivering an office copy  
of the within return to the wife of M. L. - Ballie at the  
dwelling house of M. L. Ballie and explaining to her its purpose  
she being a member of the family of M. L. - Ballie and over the  
age of sixteen years old - the said M. L. Ballie being  
absent from his usual place of abode This Aug<sup>th</sup> 29. 1894  
M. N. Kirk. L. S. for C. E. Flannery. S. 2-6



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*James M. Flannery*

*A. M. Goins, S. Court* of the circuit court of Lee County on  
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the  
~~the 10th~~ *the 16th* of *Jan'y* 189*5*, to testify and the truth to say in behalf of *W. N. G. Slump*  
*and bring all papers & books you have that pertain to your*  
*& his business*

*S. Court* in a certain matter of controversy in our said Court,  
before the said ~~Judge~~ depending and undetermined between *Penningtons Gap Bank*

Plaintiff

and *H. C. Slump et al*

Defendant *S*:

*A. M. Goins, S. Court at his office*  
And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court house,  
the *14th* day of *January* 189*5*, and in the *11* year of  
the Commonwealth.

*A. M. Goins, S. Court,*  
*Clerk*



Pennington Esq. Clerk

SUBPENA  
FOR  
WITNESS.

H C Slump et al

Circuit Court, the ..... day of

..... 189 .

I accept service  
of the within notice  
this Jan. 16, 1895.

J N Flannery



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*A. J. Livingston & R. B. Livingston*  
*and M. L. Fannon*

to appear before the Judge of our Circuit Court of Lee County, at the court-house thereof on the *5th*  
day of *March* 1894, to testify and the truth to say in behalf of the *Deft*  
*W. T. Anderson*

in a certain matter of controversy in our said Court,  
before the said Judge depending and undetermined between

*M. W. Livingston* Plaintiff  
and

*Wm. T. Anderson* Defendant :

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,  
the *16th* day of *February* 1894, and in the 11 *8th* year of  
the Commonwealth.

*A. B. Munsey* Clerk.



W. T. Anderson

ads }

SUBPENA  
FOR  
WITNESS.

M. W. Livingston

Circuit Court, the 5<sup>th</sup> day of

March 1894.

Executed by Summon  
ing J. Livingston

N. B. Livingston  
and M. L. Franconer this

this March 4, 1894

H. P. Franconer

Deputy for

C. E. Franconer

S. H. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*C. M. Slump and M. G. Ely and W. N. G. Slump*

*A. M. Goins, Court.* at his office in *Jonesville*  
to appear before the Judge of our Circuit Court of Lee County, at the court house thereof on the *25<sup>th</sup>*

day of *January* 189*5*, to testify and the truth to say in behalf of the *The*

*Plaintiff*

in a certain matter of controversy in our said Court,

*Said Court.*

before the said Judge depending and undetermined between

*Pennington Gap Bank*

Plaintiff

and

*H. C. Slump et als.*

Defendant :

And have then there this writ.

Witness,

*A. M. Goins*  
~~A. B. MUSEY~~

~~Clerk~~ of our said Court, at the court-house,

the *16<sup>th</sup>* day of *January* 189*5*, and in the 11 *9<sup>th</sup>* year of

the Commonwealth.

*A. M. Goins, Court.*



Pennington Gap Bank

SUBPENA  
FOR  
WITNESS.

H C Slump et al.

Circuit Court, the..... day of

..... 189 .

Executed Jan 24<sup>th</sup> 1895 by James  
W. C. Slump et al.  
C. M. Slump et al.  
Mr. B. C. Slump  
forward this Jan  
the 24 - 1895  
L. M. Wadsworth  
for C. M. Slump  
S. L. C.

5. 40 cts



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slemp, W. M. G. Slemp*  
*C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee*  
*John Barron, John M. Goodloe, W. T. Goodloe &*  
*Edward Goodloe, Merchants trading under the*  
*firm name & style of Goodloe Bros., J. H. Graham*  
*Executor of Henry Graham deceased, J. F. Necessary*  
*J. A. Jesse, R. W. Orr, H. J. Morgan & S. Anderson*  
*private Bankers doing business under the firm*  
*name of Powell's Valley Bank, L. D. Ward,*  
*S. L. Ward, C. E. Flanary, C. Slemp, W. S. Hurst*  
*M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *1st* Monday in *September*, 189*4*, to

answer *an amended* bill in Chancery, exhibited against *them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt*  
*private bankers doing business under the*  
*firm name & style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July*, 189*4*, and in the *119th*  
year of the Commonwealth.

*A. B. Munsey* Clerk.



Pennington Gap Bank

vs. }

SUBPENA  
IN CHANCERY.

H. C. Slump et al.

Duncan & Hyatt p. q.

To 1<sup>st</sup> Sept. Rules,  
1894 Circuit Court.

We accept service  
of the within summons  
this 1<sup>st</sup> day of August 1894  
Rudolf Bros  
J. F. Meyers  
J. A. Jones for or  
Ray Matthews Meyers  
attys



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slemp and W. N. G. Slemp*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Wm. S. Hurst, John A. G. Hyatt and A. G. Hyatt private Bankers doing business under the name and style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *30th* day of *January*, 189*4*, and in the *118th* year of the Commonwealth.

*A. B. Munsey* Clerk.



Pennington Gap Bank

VS.

SUBPENA  
IN CHANCERY.

H. C. Slomp et al

Duncan & Hyatt p. q.

To 1st February Rules, 1894

Circuit Court.

Executed Truly the  
3<sup>rd</sup> 1894 by delin-  
-ring a <sup>true</sup> office  
copy to W. C. G. Slomp  
& H. C. Slomp  
wife at 4 O'clock  
P.M. She being over  
the age of sixteen  
years H. C. Slomp  
not being found  
at his place of abode  
This Truly 3-1894 L. C.  
Wade D. for C. C.  
Slomp S. L. C.



The Commonwealth of Virginia,

*Seargt* of city of Richmond)  
To the ~~Sheriff~~ of the ~~County of Lee~~, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slump and W. R. G. Slump*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *February*, 189*4*, to answer a bill in Chancery,

exhibited against *them* in our said court by *Wm. S. Hurst & John A. G. Hyatt and A. G. Hyatt* private Bankers doing business under the name and style of *Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *30th* day of *January* 189*4*, and in the *11th* year of the Commonwealth.

*A. B. Munsey* Clerk.



Executed in the City of Richmond on  
the 1<sup>st</sup> day of February 1894 by delivering  
a true Copy of this process to Capt  
H. C. Slemph. E. J. Fernyhough of  
For Chas H. Slemph Sergt  
City of Richmond

Parrington Gap Bank

US. { SUBPOENA  
IN CHANCERY.

H. C. Slemph et al

Dea. Court. H. Slemph p. q.

To 1<sup>st</sup> February 1894  
Rules,

Circuit Court.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slemp, W. T. G. Slemp, C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee, John Barron, John M. Goodloe, W. T. Goodloe, & Edward Goodloe Merchants doing business under the firm name & style of Goodloe Bros., J. H. Graham Executor of Henry Graham dec'd, J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan & S. S. Anderson private bankers doing business under the firm name of Powells Valley Bank, L. D. Ward, S. L. Ward, C. E. Flanary, C. Slemp, W. S. Hurst, M. S. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *September*, 189*4*, to answer <sup>an amended</sup> bill in Chancery, exhibited against *them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt private bankers doing business under the firm name & style of Pennington Gap Bank*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July*, 189*4* and in the *1195* year of the Commonwealth.

*A. B. Munsey* Clerk.



I accept legal service of the within Ssa. m. Chancery  
This Aug. 1st 1894.

22  
12  
264  
11

Pennington Gap. Bank

US. } SUBPENA  
IN CHANCERY.

H. C. Sloop et als.

Duncan Wyatt p. q.

To 1st Sept. Rules,  
1894. Circuit Court.

I accept legal service of  
the within Ssa. for me  
Powell's Valley Bank &  
for myself & J. S. Anderson.

This July 31st 1894.

Morgan & Anderson  
Powell's Valley Bank



## The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*H. C. Slemp, W. R. G. Slemp,  
 C. M. Slemp, J. M. Flanary, Elbert S. Flanary, Trustee  
 John Barron, John M. Goodloe, W. T. Goodloe  
 & Edward Goodloe Merchants Trading as  
 under the firm name & style of Goodloe Bros.  
 J. H. Graham Executor of Henry Graham decd  
 J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan &  
 J. S. Anderson private bankers doing business  
 under the firm name of Powells Valley Bank  
 L. S. Ward, S. L. Ward, C. E. Flanary, C. Slemp, W. S.  
 Hurst, M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held

for the said Court on the *1st* Monday in *September*, 189*4*, to  
 answer <sup>an amended</sup> bill in Chancery, exhibited against *them* in our said court by

*W. S. Hurst, John A. G. Hyatt and A. G. Hyatt private  
 Bankers doing business under the firm name &  
 style of Powells Valley Bank*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July*, 189*4* and in the *119th*  
 year of the Commonwealth.

*A. B. Munsey* Clerk.



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\_\_\_\_\_  
\_\_\_\_\_  
vs.

}

**SUBPŒNA  
IN CHANCERY.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ p. q.  
\_\_\_\_\_  
\_\_\_\_\_

To \_\_\_\_\_ Rules,

Circuit Court.  
\_\_\_\_\_  
\_\_\_\_\_



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *H. C. Slomp, W. N. G. Slomp*  
*C. M. Slomp, J. M. Flanary, Elbert S. Flanary*  
*Trustee, John Barron, John M. Goodloe, W. T.*  
*Goodloe & Edward Goodloe Merchants Trading*  
*under the firm name & style of Goodloe Bros*  
*J. A. Graham, Executor of Henry Graham deed*  
*J. F. Necessary, J. A. Jesse, R. W. Orr, H. J. Morgan*  
*V. B. S. Anderson, private bankers doing business*  
*under the firm name of Powells Valley Bank*  
*L. D. Ward, S. L. Ward, C. E. Flanary, C. Slomp*  
*W. S. Hurst, M. D. Collier and J. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
 for the said Court on the *1st* Monday in *September*, 189*4* to  
 answer an amended bill in Chancery, exhibited against *them* in our said court by

*W. S. Hurst, John A. S. Hyatt and A. S. Hyatt*  
*private Bankers doing business under the firm*  
*name & style of Pennington Gap Bank*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the *31st* day of *July*, 189*4* and in the *119th*  
 year of the Commonwealth.

*A. B. Munsey* Clerk.



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
us.

}

**SUBPENA  
IN CHANCERY.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
p. q.

To \_\_\_\_\_ Rules,

Circuit Court.  
\_\_\_\_\_  
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